

94-2103 DC,DISTRICT-WIDE

WAGE DETERMINATION NO: 94-2103 REV (35) AREA: DC,DISTRICT-WIDE

HEALTH AND WELFARE LEVEL - INSURANCE ONLY \*\*OTHER WELFARE LEVEL WD:94-2104

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REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT ADMINISTRATION	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS
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By direction of the Secretary of Labor	WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
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2103	Wage Determination No.: 1994-
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William W.Gross	Division of	Revision No.: 35
Director	Wage Determinations	Date Of Revision:
05/23/2006		

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide  
Maryland Counties of Calvert, Charles, Frederick, Montgomery, Prince  
George's, St  
Mary's  
Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church,  
Fauquier, King  
George, Loudoun, Prince William, Stafford

\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE	MINIMUM
WAGE RATE	

01000 - Administrative Support and Clerical Occupations

01011 - Accounting Clerk I

12.16

01012 - Accounting Clerk II

12.86

01013 - Accounting Clerk III

14.89

01014 - Accounting Clerk IV

16.65

01030 - Court Reporter

17.02

01050 - Dispatcher, Motor Vehicle

16.50

01060 - Document Preparation Clerk  
12.75  
01070 - Messenger (Courier)  
10.23  
01090 - Duplicating Machine Operator  
12.75  
01110 - Film/Tape Librarian  
15.10  
01115 - General Clerk I  
11.68  
01116 - General Clerk II  
13.72  
01117 - General Clerk III  
15.32  
01118 - General Clerk IV  
18.74  
01120 - Housing Referral Assistant  
19.30  
01131 - Key Entry Operator I  
12.67  
01132 - Key Entry Operator II  
13.82  
01191 - Order Clerk I  
14.74  
01192 - Order Clerk II  
16.29  
01261 - Personnel Assistant (Employment) I  
13.05  
01262 - Personnel Assistant (Employment) II  
15.10  
01263 - Personnel Assistant (Employment) III  
17.02  
01264 - Personnel Assistant (Employment) IV  
19.60  
01270 - Production Control Clerk  
18.89  
01290 - Rental Clerk  
15.42  
01300 - Scheduler, Maintenance  
15.26  
01311 - Secretary I  
16.11  
01312 - Secretary II  
17.31  
01313 - Secretary III  
19.30  
01314 - Secretary IV  
21.45  
01315 - Secretary V  
23.75  
01320 - Service Order Dispatcher  
15.82  
01341 - Stenographer I  
15.15

01342 - Stenographer II  
16.47  
01400 - Supply Technician  
21.45  
01420 - Survey Worker (Interviewer)  
16.43  
01460 - Switchboard Operator-Receptionist  
12.06  
01510 - Test Examiner  
17.31  
01520 - Test Proctor  
17.31  
01531 - Travel Clerk I  
11.63  
01532 - Travel Clerk II  
12.49  
01533 - Travel Clerk III  
13.41  
01611 - Word Processor I  
12.75  
01612 - Word Processor II  
15.10  
01613 - Word Processor III  
17.02  
03000 - Automatic Data Processing Occupations  
03010 - Computer Data Librarian  
15.10  
03041 - Computer Operator I  
15.10  
03042 - Computer Operator II  
17.02  
03043 - Computer Operator III  
18.89  
03044 - Computer Operator IV  
21.09  
03045 - Computer Operator V  
23.35  
03071 - Computer Programmer I (1)  
19.64  
03072 - Computer Programmer II (1)  
23.33  
03073 - Computer Programmer III (1)  
27.62  
03074 - Computer Programmer IV (1)  
27.62  
03101 - Computer Systems Analyst I (1)  
27.62  
03102 - Computer Systems Analyst II (1)  
27.62  
03103 - Computer Systems Analyst III (1)  
27.62  
03160 - Peripheral Equipment Operator  
15.10  
05000 - Automotive Service Occupations

05005 - Automotive Body Repairer, Fiberglass  
22.73  
05010 - Automotive Glass Installer  
17.88  
05040 - Automotive Worker  
17.88  
05070 - Electrician, Automotive  
18.95  
05100 - Mobile Equipment Servicer  
15.69  
05130 - Motor Equipment Metal Mechanic  
19.98  
05160 - Motor Equipment Metal Worker  
17.88  
05190 - Motor Vehicle Mechanic  
20.07  
05220 - Motor Vehicle Mechanic Helper  
16.81  
05250 - Motor Vehicle Upholstery Worker  
17.88  
05280 - Motor Vehicle Wrecker  
17.88  
05310 - Painter, Automotive  
18.95  
05340 - Radiator Repair Specialist  
17.88  
05370 - Tire Repairer  
14.43  
05400 - Transmission Repair Specialist  
19.98  
07000 - Food Preparation and Service Occupations  
(not set) - Food Service Worker  
9.91  
07010 - Baker  
12.25  
07041 - Cook I  
11.53  
07042 - Cook II  
12.79  
07070 - Dishwasher  
9.76  
07130 - Meat Cutter  
16.07  
07250 - Waiter/Waitress  
8.59  
09000 - Furniture Maintenance and Repair Occupations  
09010 - Electrostatic Spray Painter  
18.05  
09040 - Furniture Handler  
12.55  
09070 - Furniture Refinisher  
18.05  
09100 - Furniture Refinisher Helper  
13.85

09110 - Furniture Repairer, Minor  
16.01  
09130 - Upholsterer  
18.05  
11030 - General Services and Support Occupations  
11030 - Cleaner, Vehicles  
9.67  
11060 - Elevator Operator  
9.79  
11090 - Gardener  
14.27  
11121 - House Keeping Aid I  
9.97  
11122 - House Keeping Aid II  
10.77  
11150 - Janitor  
10.12  
11210 - Laborer, Grounds Maintenance  
11.65  
11240 - Maid or Houseman  
9.97  
11270 - Pest Controller  
12.49  
11300 - Refuse Collector  
11.69  
11330 - Tractor Operator  
14.00  
11360 - Window Cleaner  
10.51  
12000 - Health Occupations  
12020 - Dental Assistant  
16.90  
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver  
15.83  
12071 - Licensed Practical Nurse I  
15.86  
12072 - Licensed Practical Nurse II  
17.79  
12073 - Licensed Practical Nurse III  
19.92  
12100 - Medical Assistant  
12.94  
12130 - Medical Laboratory Technician  
16.32  
12160 - Medical Record Clerk  
14.96  
12190 - Medical Record Technician  
16.47  
12221 - Nursing Assistant I  
9.32  
12222 - Nursing Assistant II  
10.48  
12223 - Nursing Assistant III  
11.94

12224 - Nursing Assistant IV  
13.40  
12250 - Pharmacy Technician  
13.02  
12280 - Phlebotomist  
13.40  
12311 - Registered Nurse I  
24.92  
12312 - Registered Nurse II  
29.47  
12313 - Registered Nurse II, Specialist  
29.47  
12314 - Registered Nurse III  
35.65  
12315 - Registered Nurse III, Anesthetist  
35.65  
12316 - Registered Nurse IV  
42.73  
13000 - Information and Arts Occupations  
13002 - Audiovisual Librarian  
20.85  
13011 - Exhibits Specialist I  
17.98  
13012 - Exhibits Specialist II  
23.33  
13013 - Exhibits Specialist III  
28.07  
13041 - Illustrator I  
18.73  
13042 - Illustrator II  
23.42  
13043 - Illustrator III  
28.82  
13047 - Librarian  
24.54  
13050 - Library Technician  
17.18  
13071 - Photographer I  
14.67  
13072 - Photographer II  
17.18  
13073 - Photographer III  
21.52  
13074 - Photographer IV  
26.05  
13075 - Photographer V  
29.15  
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations  
15010 - Assembler  
8.71  
15030 - Counter Attendant  
8.71  
15040 - Dry Cleaner  
10.94

15070 - Finisher, Flatwork, Machine  
8.71  
15090 - Presser, Hand  
8.71  
15100 - Presser, Machine, Drycleaning  
8.71  
15130 - Presser, Machine, Shirts  
8.71  
15160 - Presser, Machine, Wearing Apparel, Laundry  
8.71  
15190 - Sewing Machine Operator  
11.73  
15220 - Tailor  
12.43  
15250 - Washer, Machine  
9.31  
19000 - Machine Tool Operation and Repair Occupations  
19010 - Machine-Tool Operator (Toolroom)  
18.95  
19040 - Tool and Die Maker  
23.05  
21000 - Material Handling and Packing Occupations  
21010 - Fuel Distribution System Operator  
19.38  
21020 - Material Coordinator  
19.05  
21030 - Material Expediter  
19.05  
21040 - Material Handling Laborer  
11.50  
21050 - Order Filler  
13.21  
21071 - Forklift Operator  
16.04  
21080 - Production Line Worker (Food Processing)  
15.93  
21100 - Shipping/Receiving Clerk  
13.15  
21130 - Shipping Packer  
13.15  
21140 - Store Worker I  
9.06  
21150 - Stock Clerk (Shelf Stocker; Store Worker II)  
13.05  
21210 - Tools and Parts Attendant  
16.99  
21400 - Warehouse Specialist  
16.04  
23000 - Mechanics and Maintenance and Repair Occupations  
23010 - Aircraft Mechanic  
22.24  
23040 - Aircraft Mechanic Helper  
14.71  
23050 - Aircraft Quality Control Inspector

23.43  
23060 - Aircraft Servicer  
17.82  
23070 - Aircraft Worker  
18.09  
23100 - Appliance Mechanic  
18.95  
23120 - Bicycle Repairer  
14.43  
23125 - Cable Splicer  
24.68  
23130 - Carpenter, Maintenance  
18.95  
23140 - Carpet Layer  
17.80  
23160 - Electrician, Maintenance  
22.59  
23181 - Electronics Technician, Maintenance I  
19.42  
23182 - Electronics Technician, Maintenance II  
21.92  
23183 - Electronics Technician, Maintenance III  
23.87  
23260 - Fabric Worker  
16.61  
23290 - Fire Alarm System Mechanic  
19.98  
23310 - Fire Extinguisher Repairer  
15.69  
23340 - Fuel Distribution System Mechanic  
21.05  
23370 - General Maintenance Worker  
17.28  
23400 - Heating, Refrigeration and Air Conditioning Mechanic  
20.87  
23430 - Heavy Equipment Mechanic  
19.98  
23440 - Heavy Equipment Operator  
20.76  
23460 - Instrument Mechanic  
19.98  
23470 - Laborer  
14.27  
23500 - Locksmith  
18.95  
23530 - Machinery Maintenance Mechanic  
20.51  
23550 - Machinist, Maintenance  
21.52  
23580 - Maintenance Trades Helper  
14.54  
23640 - Millwright  
21.85  
23700 - Office Appliance Repairer

18.95  
23740 - Painter, Aircraft  
21.29  
23760 - Painter, Maintenance  
18.95  
23790 - Pipefitter, Maintenance  
22.76  
23800 - Plumber, Maintenance  
20.99  
23820 - Pneudraulic Systems Mechanic  
19.98  
23850 - Rigger  
19.98  
23870 - Scale Mechanic  
17.88  
23890 - Sheet-Metal Worker, Maintenance  
19.98  
23910 - Small Engine Mechanic  
20.05  
23930 - Telecommunication Mechanic I  
22.21  
23931 - Telecommunication Mechanic II  
23.41  
23950 - Telephone Lineman  
22.21  
23960 - Welder, Combination, Maintenance  
19.98  
23965 - Well Driller  
19.98  
23970 - Woodcraft Worker  
19.98  
23980 - Woodworker  
15.32  
24000 - Personal Needs Occupations  
24570 - Child Care Attendant  
11.58  
24580 - Child Care Center Clerk  
16.15  
24600 - Chore Aid  
9.29  
24630 - Homemaker  
16.75  
25000 - Plant and System Operation Occupations  
25010 - Boiler Tender  
22.57  
25040 - Sewage Plant Operator  
19.52  
25070 - Stationary Engineer  
22.57  
25190 - Ventilation Equipment Tender  
15.24  
25210 - Water Treatment Plant Operator  
19.72  
27000 - Protective Service Occupations

(not set) - Police Officer  
23.19  
27004 - Alarm Monitor  
16.79  
27006 - Corrections Officer  
18.10  
27010 - Court Security Officer  
20.72  
27040 - Detention Officer  
18.29  
27070 - Firefighter  
20.97  
27101 - Guard I  
11.51  
27102 - Guard II  
15.16  
28000 - Stevedoring/Longshoremen Occupations  
28010 - Blocker and Bracer  
19.89  
28020 - Hatch Tender  
19.89  
28030 - Line Handler  
19.89  
28040 - Stevedore I  
18.71  
28050 - Stevedore II  
21.11  
29000 - Technical Occupations  
21150 - Graphic Artist  
22.81  
29010 - Air Traffic Control Specialist, Center (2)  
32.70  
29011 - Air Traffic Control Specialist, Station (2)  
22.54  
29012 - Air Traffic Control Specialist, Terminal (2)  
24.82  
29023 - Archeological Technician I  
15.78  
29024 - Archeological Technician II  
17.58  
29025 - Archeological Technician III  
21.94  
29030 - Cartographic Technician  
23.33  
29035 - Computer Based Training (CBT) Specialist/ Instructor  
31.26  
29040 - Civil Engineering Technician  
22.19  
29061 - Drafter I  
14.31  
29062 - Drafter II  
16.57  
29063 - Drafter III  
18.53

29064 - Drafter IV  
23.33  
29081 - Engineering Technician I  
17.67  
29082 - Engineering Technician II  
19.84  
29083 - Engineering Technician III  
22.54  
29084 - Engineering Technician IV  
27.49  
29085 - Engineering Technician V  
33.62  
29086 - Engineering Technician VI  
40.67  
29090 - Environmental Technician  
21.22  
29100 - Flight Simulator/Instructor (Pilot)  
36.95  
29160 - Instructor  
26.54  
29210 - Laboratory Technician  
18.56  
29240 - Mathematical Technician  
23.70  
29361 - Paralegal/Legal Assistant I  
20.03  
29362 - Paralegal/Legal Assistant II  
24.82  
29363 - Paralegal/Legal Assistant III  
30.35  
29364 - Paralegal/Legal Assistant IV  
36.73  
29390 - Photooptics Technician  
23.33  
29480 - Technical Writer  
28.55  
29491 - Unexploded Ordnance (UXO) Technician I  
20.78  
29492 - Unexploded Ordnance (UXO) Technician II  
25.14  
29493 - Unexploded Ordnance (UXO) Technician III  
30.13  
29494 - Unexploded (UXO) Safety Escort  
20.78  
29495 - Unexploded (UXO) Sweep Personnel  
20.78  
29620 - Weather Observer, Senior (3)  
21.32  
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)  
18.30  
29622 - Weather Observer, Upper Air (3)  
18.30  
31000 - Transportation/ Mobile Equipment Operation Occupations  
31030 - Bus Driver

15.95  
31260 - Parking and Lot Attendant  
8.62  
31290 - Shuttle Bus Driver  
13.45  
31300 - Taxi Driver  
12.71  
31361 - Truckdriver, Light Truck  
13.89  
31362 - Truckdriver, Medium Truck  
17.09  
31363 - Truckdriver, Heavy Truck  
18.40  
31364 - Truckdriver, Tractor-Trailer  
18.40  
99000 - Miscellaneous Occupations  
99020 - Animal Caretaker  
10.47  
99030 - Cashier  
9.82  
99041 - Carnival Equipment Operator  
12.35  
99042 - Carnival Equipment Repairer  
13.30  
99043 - Carnival Worker  
8.31  
99050 - Desk Clerk  
9.78  
99095 - Embalmer  
19.79  
99300 - Lifeguard  
10.92  
99310 - Mortician  
24.77  
99350 - Park Attendant (Aide)  
13.71  
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)  
11.12  
99500 - Recreation Specialist  
16.99  
99510 - Recycling Worker  
15.47  
99610 - Sales Clerk  
11.08  
99620 - School Crossing Guard (Crosswalk Attendant)  
11.37  
99630 - Sport Official  
11.24  
99658 - Survey Party Chief (Chief of Party)  
18.39  
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)  
17.48  
99660 - Surveying Aide  
11.43

99690 - Swimming Pool Operator  
13.93  
99720 - Vending Machine Attendant  
10.73  
99730 - Vending Machine Repairer  
13.93  
99740 - Vending Machine Repairer Helper  
11.34

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.01 per hour or \$120.40 per week or \$521.73 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M.

and 6:00 A.M.

at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials

are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes,

prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE  
{Standard Form  
1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by

the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)}

When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.

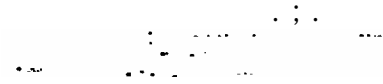
6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

# LOCAL BUSINESS OPOPRTUNITY COMMISSION

## CERTIFICATION PACKAGE



OFFICE OF LOCAL BUSINESS DEVELOPMENT

Government of the District of Columbia

Local, Small and Disadvantaged Business Enterprise Program

Anthony A. Williams  
Mayor

--Jacquelyn A. Flowers  
Director

441-4th Street, NW, Suite 970N  
Washington, DC 20001  
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**District of Columbia  
Office of  
Local Business Development**

**Contents**

- I. Introduction
- II. Area of Certification or Eligibility Criteria
- III. LSDBE Fact Sheet
- IV. Certification
  - Step 1 User's Guide
  - Step 2 Questions & Answers
  - Step 3 Checklist
  - Step 4 Wavier Application
  - Step 5 LSDBE Certification Application
- V. Financial Management Overview
- VI. District of Columbia Register
  - Compliance with Equal Opportunity Obligation in Contracts

GOVERNMENT OF THE DISTRICT OF COLUMBIA  
OFFICE OF LOCAL BUSINESS DEVELOPMENT



Dear Entrepreneur:

I would like to take this opportunity to tell you how delighted I am to be working with the small business community. As Director of the Office of Local Business Development, I am committed to ensuring equal opportunity to small businesses in the District of Columbia's procurement process.

The Office is working to implement and enforce all provisions of the Equal Opportunity for Local Small and Disadvantaged Business Enterprises (LSDBE) Act of 1998." In addition, we are working with local Universities and Federal agencies to provide technical assistance to our LSDBE's. We are also committed to exploring initiatives which will open the door for small businesses to partner and market to private sector organizations.

The Office has developed a plan to do major outreach to small businesses. The foundation of the Local, Small, and Disadvantaged Business Enterprise program depends on our ability to successfully attract qualified companies. As such, we invite you to complete the ration application for entry into the LSDBE program.

This administration understands that small business is the gateway to economic development I look forward to working with you and serving as your advocate in the ' District Government.

Sincerely,

A handwritten signature in black ink, appearing to be a stylized representation of the name "Michael R. ...". The signature is written in a cursive, flowing style.

**District of Columbia  
Office of Local Business Development**

II. Area of Certification or Eligibility Criteria:

Small Business Enterprise ..... (SBE- 50% Set Aside)

Local Business Enterprise .....(LBE-4% Preference)

Disadvantaged Business Enterprise ..... (DBE-3% Preference)

Development Zone Enterprise . ..... (DZE-2% Preference)

Resident Business Ownership . ..... (RBO-3% Preference)

FACT SHEET  
LOCAL, SMALL & DISADVANTAGED  
BUSINESS CERTIFICATION PROGRAM

The LSDBE Program was established in 1992 as the "Equal Opportunity for Local, Small and Disadvantaged Business Enterprises Act". The Act as amended in 1998 is now D.C. Law 12-268. The Sheltered Market Program, established under The Minority Contracting Act of 1976, effective March 29, 1977 (D.C. Law 1-95), was declared unconstitutional by the U.S. Court of Appeals in *O'Donnell Construction v District of Columbia.*, 963 F. 2d 420 (D.C. Cir. 1992). As a result thereof, the sheltered market program for minority businesses was discontinued. The D.C. City Council enacted a new program entitled the "Equal Opportunity for Local, Small, and Disadvantaged Business Enterprises Act" in 1992. Businesses may be certified in the Program as follows:

Local Business Enterprises (LBE)

LBE is a business enterprise whose principal office is physically located in the District of Columbia, is licensed by the District, and is subject to District of Columbia taxes.

Disadvantaged Business Enterprise (DBE)

An applicant for DBE certification shall demonstrate to the Commission that the individuals representing at least 51 percent (51%) of those who own, operate and control the business enterprise are:

- (a) Socially disadvantaged because the individuals have faced chronic, not fleeting, instances of prejudice or bias without regard to their qualities as individuals over which they have no control due to their identity as members of a group as evidenced by the following:
  - 1. Documentation proving that the individuals seeking socially disadvantaged status as members of a group hold themselves out as members of the group.
  - 2. Documentation proving that the individuals seeking socially disadvantaged status have been isolated from the mainstream of American society not common to business persons not socially disadvantaged; and
  - 3. Documentation providing that the individuals seeking socially disadvantaged status have personally suffered social disadvantage through treatment they have experienced.

(b) Economically disadvantaged because of diminished opportunities that have precluded these individuals from successfully competing in the open marketplace as evidenced by the following documentation on:

1. The personal financial condition of the individuals seeking economically disadvantaged status;
2. The financial condition of the business enterprise; and
3. The applicant's lack of access to credit, capital, and the open market which is not common to business persons in general.

To be eligible for certification consideration, you must submit a letter that demonstrates historic, economic and social (education, employment, housing, banking, bonding, and contract bids) discrimination and your letter must be signed and notarized in Washington, D.C. In addition to your letter, you must submit your personal income tax return and your personal financial statement.

### **Small Business Enterprise (SBE)**

SBE is a local business or a business enterprise that has satisfied the requirements established in Section b (13) of the Act and is independently owned, operated, and controlled. SBE has had average annualized gross receipts (for three years preceding certification) and does not exceed the limits (size standards) as follows:

<b>Industry Type</b>	<b>Average Annual Gross Receipts</b>
Construction (street, highway, bridges, etc.)	\$23 million
Building Construction (general construction, etc.)	\$21 million
Specialty Trade Contractors	\$13 million
Manufacturing Services	\$10 million
General Services	\$19 million
Transportation & Hauling Services	\$13 million
Goods & Equipment	\$8 million
Personal Services (hotels, beauty, laundry, etc.)	\$5 million
Business Services (general)	\$10 million

Health & Legal Services	\$10 million
Health Facilities Management	\$19 million
Financial Institutions	\$300 million

### **Resident Business Ownership (RBO)**

RBO is a local business enterprise owned by an individual, or a majority number of individuals, subject to personal income tax in the District of Columbia.

#### **Benefits:**

Disadvantaged Business Enterprises (DBEs) are eligible to receive three (3) points, in the case of proposals and a three (3) percent reduction in price, in the case of bids. Local Business Enterprises (LBEs) are eligible to receive four (4) preference points, in the case of proposals and a four (4) percent reduction in price, in the case of bids. A Resident Business Ownership (RBO) is eligible to receive three (3) preference points, in the case of proposals and a three (3) percent reduction in price, in the case of bids. Small Business Enterprises are eligible to participate in a 50% Set-Aside (contracting and subcontracting) goal program. Additionally, a two-tier small business set-aside program at the contract level that shall:

1. Include a separate set-aside program for small business enterprises with gross revenues of \$1 million or less; and
2. Provide that a business becomes ineligible for participation in this set-aside Program when the business has gross revenues in excess of \$1 million for 2 consecutive years;
3. Establish set-aside programs for all small business enterprises, and for local and disadvantaged business enterprises, at the subcontracting level; and
4. Establish a set-aside program for local, small, or disadvantaged business enterprises for the Blanket Order Blitz at the contract level.

## **Joint Ventures**

A Joint Venture is an association of two or more businesses (including one Local Business Opportunity Commission (LBOC) certified firm with at least 51% ownership, management and control), temporarily formed to carry out a single business activity or project for profit in which they combine their property, capital, efforts, skills, and knowledge. The association is limited in scope and duration. The LSDBE venture partner must remain within the above small business size standards in order to qualify for approval, in accordance with DCMR Section 812.12.

## **Enterprise Zone**

Businesses that are located within an Enterprise Zone or an area for which an application for designation as an Enterprise Zone has been submitted will be eligible for two (2) preference points, in the case of proposals and in the case of bids, a two (2) percent reduction in price.

The following locations represent the economic development zones for the District of Columbia:

1. The Alabama Avenue economic development zone which is bordered on the north by the east side of Fort Staton park, SE and Suitland Parkway, SE and the northern Property line of St. Elizabeth Hospital and Alabama Avenue, SE on the south by Southern Avenue, SE, on the northeast along Fort Baker to 28th Street, SE, south on 28'h Street, to Denver Street, SE, south on Denver Street, SE, to Naylor Road, SE, and southeast on Naylor Road, SE to Southern Avenue, SE, and on the west by South Capital Street, SE, as designated in Mayor's Order 86-193, dated October 27, 1986 (33 DCR 7798);
2. The DC Village economic development zone, which is bordered by 1-95 on the west and south, Martin Luther King, Jr. Avenue, SW, on the east, and Laboratory Road, SW, on the north, as designated in Mayor's order 86-193, dated October 27, 1986 (33 DCR 7798);
3. The Anacostia economic development zone, which is bordered from the west span of the 11th Street Bridge, south to Martin Luther King, Jr. Avenue, SE and S Street, SE, east on S, Street, SE, to Naylor Road, SE, south to Altamont Place, SE, south to Good Hope Road, SE, south along the west boundary of Fort Stanton Park to Suitland Parkway, SE, crossing Suitland Parkway, SE, at Robinson Place, SE, Northwest

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approximately 40 acres adjacent Barry Farms on the north property-line, including the area around the Point, and adjacent to the 1-295 Expressway right way on the south property line, to the west property-line of Saint Elizabeth's Hospital, east to

4. Milwaukee Place, SE, southeast to Martin Luther King, Jr. Avenue, SE, south to Portland Street, SE, west to South Capitol Street, SE, north to Anacostia Drive, SE, east to the west span of the 11h Street Bridge.

#### Waiver Provisions

Applicants whose principal offices are not physically located within the District of Columbia may qualify for certification as SBE and DBE if they meet certain waiver provisions. The waiver provisions are based on an applicant's ability to demonstrate strong economic ties to the District of Columbia. These applicants must first satisfy the waiver provisions in order to be eligible for certification consideration.

All information should be submitted to the Certification Division, DC Office of Local Business Development, One Judiciary Square, 441-4<sup>th</sup> Street, Suite 970N, Washington, DC 20001. For more information, please contact the Certification Division staff at (202) 727-3900.

### **LSDBE Certification Expiration**

#### **1. Expiration:**

All certifications expire two (2) years from the date of issuance.

How to read your certification number:

Sample                      00-01-1234 means  
Year 2000, Month 01, Certification No. 1234

#### **2. Re-certification:**

Applications should be submitted not less than ninety (90) days before the date of expiration.

Anticipate recertification:

Sample                      Expiration January 2000 means  
Submitted for renewal review in October 1999

3. Changes/Eligibility status:

The Local Business Opportunity Commission (LBOC) shall be notified of any changes that may affect the eligibility for certification of the applicant. See DCMR Section 812.6 of the DC Municipal Regulations on LSDBE Contracting.

Notify LBOC of Change of address and telephone numbers Change of ownership and/or control Other pertinent changes that affect the make-up of the company as presented in your LSDBE certification application

Note: Failure to inform the LBOC of these changes can result in the revocation of your certification.

4. Bidding:

A copy of the LSDBE certification letter must be attached to the front of all bid proposals for the Local, Small and Disadvantaged Business Enterprises Program. Section DCMR Sections (804.8 (b), 818.2 of the DC Municipal Regulations on LSDBE Contracting.

## Penalty Provision

The Corporation Counsel may bring a civil action in the Superior Court of the District of Columbia against a business enterprise and the directors, officers, or principals that it reasonably believed have obtained certification by fraud or deceit or have furnished substantially inaccurate or incomplete ownership information to the Commission. A business enterprise or individual found guilty shall be subject to a civil penalty of not more than \$100,000 in accordance with D.C. Law 12-268.

# FREQUENTLY ASKED QUESTIONS ABOUT THE LSDBE PROGRAM

## OFFICE of LOCAL BUSINESS DEVELOPMENT

### How can my business become a certified LSDBE?

You may obtain an application by visiting the Office of Local Business Development, 441 4th Street, NW, Suite 970N, Washington, D.C. 20001, 202-727-3900 or our web site: [www.olbd.washingtondc.gov](http://www.olbd.washingtondc.gov)

### What is a LSDBE?

A Local, Small or Disadvantaged Business Enterprise (LSDBE) that meets the following criteria:

- 1 **Local Business Enterprise** is licensed pursuant to Chapter 28 of Title 47 or subject to the tax levied under subchapter x of Chapter 18 of Title 47, and its principal office is physically located in the District of Columbia,
- 1 **Small Business Enterprise** is a local business enterprise, or a business enterprise that has satisfied the requirements established in Section 6(13), Equal Opportunity for Local, Small and Disadvantaged Business Enterprises Act of 1998 (D.C. Law 12-268), independently owned, operated, and controlled and which has had average annualized gross receipts or average numbers of employees (for the 3 years preceding certification) not exceeding the following limits:

#### **Construction:**

Heavy (Street and Highways, Bridges, etc.)	<b>\$23 million</b>
--------------------------------------------	---------------------

Building (General Construction, etc.)	<b>\$21 million</b>
---------------------------------------	---------------------

Speciality Trades	<b>\$13 million</b>
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#### **Goods and Equipment**

	<b>\$ 8 million</b>
--	---------------------

#### **General Services**

	<b>\$19 million</b>
--	---------------------

#### **Professional Services:**

Personal (Hotel, Beauty, Laundry, etc.)	<b>\$5 million</b>
-----------------------------------------	--------------------

Business Services	<b>\$10 million</b>
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Health and Legal Services	<b>\$10 million</b>
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Health Facilities Management	<b>\$19 million</b>
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<b>Manufacturing Services</b>	<b>\$10 million</b>
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<b>Transportation and Hauling Services</b>	<b>\$13 million</b>
--------------------------------------------	---------------------

<b>Financial Institutions</b>	<b>\$300 million</b>
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- 1 **Disadvantaged Business Enterprise** is a local business enterprise, or a business enterprise that has satisfied the requirements established in Section 6(13), Equal Opportunity for Local, Small and

**What are the benefits for a business becoming a certified LSDBE?**

In evaluating bids and proposals, agencies shall award preferences:

In the form of points, in the case of proposals, as follows:

1 Three (3) points for resident business ownership; 1 Four (4) points for local business enterprises; 1 Two (2) points for businesses located in enterprise zones; and 1 Three (3) points for disadvantaged business enterprises.

A percentage reduction in price, in the case of bids, as follows:

1 Three (3) percent for resident business ownership; 1 Four (4) percent for local business enterprises; 1 Two (2) percent for businesses located in enterprise zones; and 1 Three (3) percent for disadvantaged business enterprise

Set-aside programs for all small business enterprises, and for local and disadvantaged business enterprises, at the subcontracting level; and a set-aside program for local, small, or disadvantaged business enterprises, at the contract level.

Certified LSDBE's are eligible to be listed in the Local Business Opportunity Commission's (LBOC) Directory of certified Local, Small and Disadvantaged Business Enterprises, which is circulated to D.C. government contracting specialists and Memorandum of Understanding (MOU) partners in the private sector.

Certified LSDBE's are sent notices regarding procurement opportunities and information regarding seminars, and workshops.

How long does it take to process my application?

All applications must be reviewed by the Office of Local Business Development (OLBD) to determine eligibility. The OLBD may conduct site inspections and hold interviews with applicant's or their representatives. Complete applications, will be submitted to the Local Business Opportunity Commission for their approval or denial, The LBOC meets monthly, and the process is approximately 30 working days for complete applications. Incomplete applications may require additional time and the OLBD will notify the applicant in writing of any deficiencies.

How long is the certification valid?

The certification is valid for two (2) years from the date of issuance by the LBOC.

Does the Local Business Opportunity Commission recognize certifications from other state agencies or the SBA 8 (a) program?

No. No reciprocity provision is included in D.C. Law 12-268, Equal Opportunity

What is a joint venture?

A combination of property, capital, efforts, skills or knowledge of two (2) or more persons or businesses to carry out a single project. Joint ventures must have as one partner a certified LSDBE and must be approved (prior to contract award) by the LBOC.

How can I prevent delays in the processing of my certification application?

Submit all requested documents with a completed application. See the checklist provided in the application package to assist in answering questions.

Can my company bid on District contracts and procurement opportunities if the LBOC does not approve my application to become a certified LSDBE?

Yes, qualified companies may bid on contracts and procurement opportunities in the open market. For more information, you may contact the Office of Contracting and Procurement, 441 4th Street, NW, Suite 800 South, Washington, D.C. 20001, (202)727-0252.

Does the Office of Local Business Development award contracts in the District of Columbia Government?

No. Contract award decisions are made by the Office of Contracting and Procurement.

What happens if the Local Business Opportunity Commission does not approve my application for certification?

The LBOC shall issue a notice that specifies the deficiencies and inform the applicant that if the deficiencies are not corrected within a stated period, a notice of denial will be issued; or issue a notice of denial.

## **FOR ADDITIONAL INFORMATION CONTACT:**

**Government of the District of Columbia**  
**OFFICE OF LOCAL BUSINESS DEVELOPMENT**  
441 4TH STREET, N.W., SUITE 970N  
WASHINGTON, D.C. 20001  
PHONE (202)727-3900  
FAX (202)724-3786

~k ~k

Anthony A Williams

Jacquelyn A. Flowers

Mayor

Director

District of Columbia

**Office of Local Business Development**

I. Introduction

LSDBE Application ( Primary Application; must be completed by all applicants)

Waiver Applications ( Must be completed by all applicants with Principal Offices located outside the District of Columbia. Not eligible for Local Business Enterprise-LBE Certification).

Please follow the 6 step user's guide as attached.

## USER'S GUIDE

### **District of Columbia Local, Small and Disadvantaged Business Enterprises Certification Program**

Save time and energy...

Avoid costly errors and...

Improve your processing time...

By following these simple steps:

- o Step 1      Print and Review ALL LSDBE Certification Program forms
- a Step2      Review Questions and Answers Most Frequently Addressed
- a Step3      Review Required Supporting Documents Checklist & Fact Sheet
- a Step 4      Review Wavier Application (determine if applicable to you)
- o Steps      Complete LSDBE Certification Application and Attach Required Documents
- o Step 6      Submit your LSDBE Certification Application to:

Office of  
**Local Business Development**  
Attention; LSDBE Certification Program  
441 4th Street, NW Suite 970N  
Washington, DC 20001

Questions? Please call (202) 727-3900 and ask for  
Office of Local Business Development certification assistance

## REQUIRED SUPPORTING DOCUMENTS

### CHECKLIST-CORPORATION and LLC

- For who: Companies registered as C-Corporations and S-Corporations with principle office(s) located within the District of Columbia or the Washington Standard Metropolitan Statistical Area (WSMSA).
- What to submit: Existing cooperations please
1. Complete the enclosed application
  2. Provide copies of the following supportive corporate documentation
    - a) Articles of incorporation
    - b) Executed stock certificates
    - c) Executed office lease agreement (certificate of occupancy or home occupation permit may be substituted).
    - d) Abbreviated business plan (e.g. executive summary, operations plan, organizational structure, marketing outline etc.)
    - e) Financial statements less than 120 days old (balance statement, cash flow summary, financial projections)
    - f) Last two (2) years corporate District and Federal tax returns
    - g) Resume of key personnel
  3. Principal owner(s) documentation of eligibility
    - a) Proof of citizenship (eg. copy of passport, birth certificate, voter registration card)
    - b) Proof of residency (eg. copy of driver's license or picture ID and copy of current utility bill)
  4. Lease / Rental Agreements
  5. Profession or Trade lincense
  6. Certificates) of Good Standing
- New corporations (less than 1 year old) must provide
1. All documentation as listed above, and
  2. Proof of capital injection ( eg. current bank statement)
  3. Comprehensive business plan

Note: Companies with principal offices located outside the District of Columbia must also complete a Waiver Application and meet criteria. Please see attached.

Newly established companies, less than two years old, **MUST** submit Personal Federal and District/State tax returns **for** the last two years. Federal and District/State Taxes must be signed by an authorized tax preparer.

## REQUIRED SUPPORTING DOCUMENTS CHECKLIST-SOLE PROPRIETORSHIP

For who: Companies registered as a sole -proprietorship with principal ofce(s) located within the District of Columbia or the Washington Standard Metropolitan Statistical Area (WSMSA).

What to submit: Sole-proprietorships please

1. Complete the enclosed application
2. Provide copies of the following supportive sole -proprietorship documentation
  - a) Executed office lease agreement (certificate of occupancy or home occupation permit may be substituted) or deed for principle business office
  - b) Brief description of business or au abbreviated business plan (e.g. executive summary, operations plan, organizational structure, marketing outline etc.)
  - c) Financial statements less than 120 days old (balance statement, cash flow summary, fnancial projections)
  - d) Last two (2) years District and Federal tax returns
  - e) Resume
  - f) Proof of citizenship (e.g. copy of passport, birth certificate, voter registration card)
  - g) Proof of residency (eg. copy of driver's license or picture ID and copy of current utility bill, certificate of occupancy)
  - h) Certificate of Good Standing
  - i) Professional or Trade License (J) WUN & Brodstreet  
H

New sole -proprietorships (less than 1 year old) must provide

3. All documentation as listed above, and
4. Proof of capital injection (e.g. current bank statement)
5. Comprehensive business plan

Note: Companies with principal offices located outside the District Of Columbia must also complete a Waiver Application and meet criteria. Please see attached.  
Newly established companies, less than two years old, **MUST** submit Personal Federal and District/State tax returns for the last two years. Federal and District/State Taxes, must be, signed by an authorized tax preparer.

ISDBE-CERTIFICATION PROGRAM

REQUIRED SUPPORTING DOCUMENTS  
CHECKLIST-PARTNERSHIP

For who: Companies registered as a partnership with principal offices) located within the District of Columbia or the Washington Standard Metropolitan Statistical Area (WSMSA).

What to submit: Partnerships please

1. Complete the enclosed application
2. Provide copies of the following supportive partnership documentation
  - a) Executed office lease agreement (certificate of occupancy or home occupation permit may be substituted) or deed for principle business office
  - b) Brief description of business or an abbreviated business plan (e.g. executive summary, operations plan, organizational structure, marketing outline etc.)
  - c) Financial statements less than 120 days old (balance statement, cash flow summary, financial projections)
  - d) Last two (2) years District and Federal tax returns for each partner / or Business Partnership Tax Returns

New partnerships (less than 1 year old) must provide

3. All documentation as listed above, and
4. Proof of capital injection (e.g. current bank statement)
5. Comprehensive business plan

Note: Companies with principal offices located outside the District Of Columbia must also complete a Waiver Application and meet criteria. Please see attached.

Newly established companies, less than two years old, **MUST** submit Personal Federal and District/State tax returns for the last two years. Federal and District/State Taxes must be signed by an authorized

## REQUIRED SUPPORTING DOCUMENTS CHECKLIST - DISADVANTAGED



For who:	Companies applying for Disadvantaged Business Enterprise (DBE) status with principal offices) located within the District of Columbia or the Washington Standard Metropolitan Statistical Area (WSMSA).
What to submit:	<p>Notarized statements detailing the following:</p> <ol style="list-style-type: none"><li>1. Identification of the group (ethnic basis) for which you are , . claiming disadvantaged status</li><li>2. Summary of specific instances where the following was denied and/or affected your ability to enter the free enterprise system<ul style="list-style-type: none"><li>u Access to capital</li><li>u Access to credit</li><li>u Access to bonding</li><li>o Access to equal opportunity in contracts</li><li>u Access to housing</li><li>o Access to educational opportunities</li></ul></li><li>3. Principal owner's personal financials</li></ol>
Note:	To obtain additional information about this program, please contact the Office of Local Business Development - Certification Division at (202) 727-3900. All documents submitted are kept confidential and on file.
Violations:	Individuals found to have submitted fraudulent or substantially inaccurate information will be subject to civil criminal penalties (fines, imprisonment and/or debarment). Violators will also be liable for any additional expense the government incurs as a result of such violations.

# LOCAL, SMALL & DISADVANTAGED BUSINESS ENTERPRISES CERTIFICATION APPLICATION

1. Business Name

Email

Tel. (\_\_\_\_~

Fax

2. Business Mailing Address

City

State

Zip

Ward #

3. Principal Contact Person

Title

Tel

4. List Business Structure (choose one):

- Corporation - Limited Liability Corporation - Partnership - Sole Proprietorship - Joint Venture

5. Date Business Established

If corporation, location of incorporation

Primary business activity (if diversified, percent of each adding up to a total of 100%): %- Professional Service (i.e. Legal, A&E, CPA, etc.)

6. List the following business information and contact listed reference phone numbers for personal assistance):

Dunn & Bradstreet No.:	800-333-0505	No.:
Local Unemployment Compensation No.:	202-724-7566	No.:
DC Franchise Tax ID:	202-727-7000	No.:
Federal Employer ID:	800-829-1040	~ No.:

7. Describe 'the business' product line, trade or services below (attach additional pages if necessary):

7a. National Institute of Government Policies (NIGP) Commodity Codes (see attached, or call OCP 202-727-0252):

8. Briefly describe any specialties:

9 List business and office equipment, vehicles and facilities located attach additional page if necessary

a. Equipment & Vehicles Owned &/or Leased	Storage Location of Equipment & Vehicles	b. List All Operating Facilities (lease describe principal facility)	Address, City, State, Zip

10. Identify all original and current owners/stockholders of the business (attach additional page if necessary):

Original and Current Owners/Stockholders of Business (a) List Total Corporate Shares Authorized									
Name of Owners/ Stockholders	(c) US citizen (check X if yes)	(d) LAPR	(e) Sex	(f) M Total authorized shares/ holder	(g) % of Ownership	(h) Initial Capital Injection	(i) Class of ~ (	(j) Home Address and Phone Number	(k) Ward No.

Note: In column (c) indicate with an "x" whether the persons listed are United States Citizen or Lawfully Admitted Permanent Resident (LAPR). In columns (f) through (i) indicate investment capital, total number and type of shares issued to each owner.

11. Identify current members of Board of Directors/Owners (part a) and Officers of the Corporation (part b):

a Current Board of	Directors/Owners						
Name	Title	Occupation	Sex	Date Appointed	Home Address	Phone	Ward No.

Officers of Corporation/Key Personnel							
Name	Title	Operational Functions	Sex	Date Appointed	Home Address	Phone	Ward No.

12. List Bonding Information:  
Name of Bonding Company

Address

City

State , Zip

Contact Person

Phone

Fax C\_\_)

List bonding specialties (if any)

Bonding Limit \$

13. List Insurance Information:

Name of Insurance Company

Address - City State Zip

Contact Person Phone (~ Fax U

List insurance type: Property/Liability Limit \$

14. List Business Banking Information:

Primary Business Bank

Address \_ City State Zip

Contact Person Phone U Fax

15. List other Local Businesses (DC based) you do business with:

Business Name Contact Person : Tel

Business Name Contact Person : Tel U

Business Name Contact Person : Tel

16. List charitable and other contributions to the DC Community (please be specific):

Name - Tel

Type of contribution

Name - Tel U

Type of contribution

17. List total amount of taxes paid to DC Government (specify type of taxes paid in the current and latest tax year):

a. Check all that apply: b. Current, Year-to-Date: c. Last Fiscal Year 19

Arena .....\$ \$  
 \_ Corporate .....\$ \$  
 \_ Unemployment .....\$ \$  
 \_ Personal Property .....\$ \$  
 \_ Workers Compensation .....\$ \$  
 Sales .....\$ \$  
 \_ - Real Estate .....\$ \$  
 \_ - Fuel.....\$ \$  
 Business

18. List the LSDBE status you are applying for (please choose all that are applicable and refer to "Supporting Documentation Checklist"):
- Resident Business Ownership - Local - Small - Disadvantaged (additional notarized affidavit required)

a. List location of principal business site:

- DC - WSMSA (please reference "Waiver Application")

b. Enterprise Zone - If you have listed "DC" as your principal business site, please indicate one:

- DC Village Economic Development Zone

- Anacostia Economic Development Zone

- At large DC based business, Non-Economic Development Zone

c. List type and qualification for Small Business Enterprise:

Industry Type

Revenue Limit (last fiscal year)

\_ Construction (street, highway, bridges, etc.....)

) \$23 million or less

\_ Building Construction (general construction, etc.)

\$21 million or less

- Specialty Trade Contractors

\$13 million or less

\_ Manufacturing Services

\$10 million or less

\_ General Services

\$19 million or less

\_ Transportation & Hauling Services

\$13 million or less

\_ Goods & Equipment

\$8 million or less

\_ Personal Services (hotels, beauty, laundry, etc.)

\$5 million or less

\_ Business Services (general)

\$10 million or less

\_ Health & Legal Services

\$10 million or less

\_ Health Facilities Management

\$19 million or less

Financial Institutions

\$300 million in assets or less

Workforce Information							
Name	Title	Full Time/ Part Time	Sex	Date Hired	Home Address	Phone	Ward No.

20. List Professional and Current Licenses:

License Type	License Number	License Expiration Date	Authorizing Entity of License
	I	I	II

21. List Gross Annual Revenues for Last Three (3) Years:

19 /\$ 19 /\$ 19 /\$

22. List Sources of Business Revenues

Source of Business Revenues Contracts/Sales	List Fiscal Year 19	Amount \$	% of Total Revenues
DC Government Prime/ Sub		\$	
Private Sector		\$	
Other		\$	
Total		\$	100%
Description of "Other" sources			

23. List the last three 3 contracts.

Name of Contractor	Project Name	Service Provided	Dollar Amount
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24. Complete and notarize the attached Affidavit and submit to:

District of Columbia Government  
Office of Local Business Development  
4410 Street, NW, Suite 970N  
Washington, DC 20001  
Tel: (202) 727-3900

# SWORN AFFIDAVIT

The undersigned swears that the foregoing statements made as part of this application and submitted (with/without a bid or proposal request) are true and correct and include all material information necessary.

1. to identify and explain the operations of (Name of Company) 2. to identify the ownership thereof; and
3. to establish their eligibility for certification as a Resident Business Owner, Local Business Enterprise, and/or Small Business Enterprise, and/or Disadvantaged Business Enterprise, and/or located within an Enterprise Zone.

Further, the undersigned agrees that if he/she has not already done so, he/she will provide directly to the Local Business Opportunity Commission (LBOC) the LSDBE Application supporting documents as may be required. This includes complete Cooperation with the LBOC's certification process, and allows the examination of books, records and files of the names of the company at the business location or at any other place, including other companies with which the firm conducts its operations. The undersigned understand and agrees that failure to submit the required documentation could render a bid/proposal submitted under the rules of this statute null and void. The undersigned understands the District of Columbia Corporate Counsel may bring civil action in the Superior Court of the District of Columbia against a business enterprise and the directors, officers or principal thereof that is reasonably believed has certification by fraud or deceit or has furnished substantially inaccurate or incomplete information to the Commission *which is* punishable by a fine of \$100,000. A business enterprise convicted of false swearing shall be subject to criminal penalties of not more than \$1,000 and/or imprisoned for not more than one (1) year (Dec. 1, 1992, DC Law 4-1646 §§404.29DCR 3976) and possible debarment. If a contract is terminated due to fraud or deceit by the applicant, requiring the government to readvertise or resolicit for products or services. The undersigned will be held liable for the additional expenses incurred by the government.

If, after filing this document there are any changes (during the term of the certification) in the information submitted herein, the undersigned will inform LSDBE Program immediately of the change.

NOTARIZATION: (Sign only in the presence of a D.C. Notary)

Signature:

Title:

Name (please print):

Date:

On this the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_. Before me personally (name of D.C. Notary)

who is properly authorized by (name of firm) \_\_\_\_\_ to execute this Affidavit and did so at his/her free act and deed.

Notary Signature:

My commission expires:

## WAIVER APPLICATION

### GOVERNMENT OF THE DISTRICT OF COLUMBIA LOCAL BUSINESS DEVELOPMENT OPPORTUNITY COMMISSION

The WAIVER APPLICATION is for companies whose principal office is NOT physically located in the District of Columbia.

Firms located outside the District of Columbia may obtain Small, Disadvantaged Business Enterprise Certification consideration IF the applicant meets 4 of the 5 following criteria. Please complete this addendum and submit with your certification application package.

Applicant's Name:

Business Name:

Principal Address:

(Street Address)

(City),

(State)

(Zip)

Tel.

Fax

1. The applicant's principal office is located in the Washington Standard Metropolitan Statistical Area\*:      Yes      No

List City & State:

County:

Documentation Required: A copy of the lease or rental agreement, or deed for the principal business office.

2. More than **fifty** percent (50%) of the assets of the business enterprise are located in the District of Columbia.      Yes      No

Total Assets (100%):

% of Assets in DC:

Documentation Required: Proof of ownership and value of plant/warehouse, real estate, equipment, vehicles (industry related) or IRA or other Retirement Account; Balance Sheet less than 90 days old from each jurisdiction. Utilization of local bank with principal office in DC is encouraged.

3. More than **fifty** percent (50%) of the employees of the business are residents of the District of Columbia.

Total number of employees:

Number of DC residents:

3. Continued...

Documentation Required: Employee W2 Forms or W3 Transmittal Forms for all employees who are DC residents; appropriate company contract forms for employees hired by contract; DC Unemployment Compensation Forms and/or certified payrolls not more than ninety (90) days old. 4. The owners of more than **fifty** percent (50%) of the business enterprise are residents of the District of Columbia.

Number of Owners:

### Number of Owners in DC:

### Percentage(%) Ownership in DC:

Documentation Required: Copy of personal income tax returns of principal owners reflecting their permanent home address; driver's license; homeowner's tax assessment, Articles of Incorporation, etc.

5. More than fifty percent (50%) of the total sales or other revenues derived from transactions in the District of Columbia. Yes No

Total Sales (FY \_\_):

Total DC Sales Revenues (FY ~:

Percentage (%) DC Sales Revenue (FY

Documentation Required: Documentation of sales (e.g. photocopies of contracts, sales tax forms and/or invoices from each jurisdiction; tax returns or income statement .

\*Washington Standard Metropolitan Statistical Area (WSMSA)

Maryland Counties: Calvert, Charles, Howard, Montgomery, Prince Georges

# YOUR LETTERHEAD

## EQUAL EMPLOYMENT OPPORTUNITY (EEO) POLICY STATEMENT

\_\_\_\_\_ SHALL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, AGE, MARITAL STATUS, PERSONAL APPEARANCE, SEXUAL ORIENTATION, FAMILY RESPONSIBILITIES, MATRICULATION, POLITICAL AFFILIATION, OR PHYSICAL HANDICAP.

\_\_\_\_\_ AGREES TO AFFIRMATIVE ACTION TO ENSURE THAT APPLICANTS ARE EMPLOYED, AND THAT EMPLOYEES ARE TREATED DURING EMPLOYMENT, WITHOUT REGARD TO THEIR RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, AGE, MARITAL STATUS, PERSONAL APPEARANCE, SEXUAL ORIENTATION, FAMILY RESPONSIBILITIES, MATRICULATION, POLITICAL AFFILIATION, OR PHYSICAL HANDICAP. THE AFFIRMATIVE ACTION SHALL INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING: (A) EMPLOYMENT, UPGRADING, OR TRANSFER; (B) RECRUITMENT OR RECRUITMENT ADVERTISING; (C) DEMOTION, LAYOFF, OR TERMINATION; (D) RATES OF PAY, OR OTHER FORMS OF COMPENSATION; AND (E) SELECTION FOR TRAINING AND APPRENTICESHIP.

\_\_\_\_\_ AGREES TO POST IN CONSPICUOUS PLACES THE PROVISIONS CONCERNING NON-DISCRIMINATION AND AFFIRMATIVE ACTION.

\_\_\_\_\_ SHALL STATE THAT ALL QUALIFIED APPLICANTS WILL RECEIVE CONSIDERATION FOR EMPLOYMENT PURSUANT TO SUBSECTION 1103.2 THROUGH 1103.10 OF MAYOR'S ORDER 85-85; "EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS IN CONTRACTS."

\_\_\_\_\_ AGREES TO PERMIT ACCESS TO ALL BOOKS PERTAINING TO ITS EMPLOYMENT PRACTICES, AND TO REQUIRE EACH SUBCONTRACTOR TO PERMIT ACCESS TO BOOKS AND RECORDS.

\_\_\_\_\_ AGREES TO COMPLY WITH ALL GUIDELINES FOR EQUAL EMPLOYMENT OPPORTUNITY APPLICABLE IN THE DISTRICT OF COLUMBIA.

\_\_\_\_\_ SHALL INCLUDE IN EVERY SUBCONTRACT THE EQUAL OPPORTUNITY CLAUSES, SUBSECTION 1103.2 THROUGH 1103.10 SO THAT SUCH PROVISIONS SHALL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR.

\_\_\_\_\_  
AUTHORIZED OFFICIAL AND TITLE

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
FIRM/ORGANIZATION NAME

\_\_\_\_\_  
DATE

# YOUR LETTERHEAD

## ASSURANCE OF COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

MAYOR'S ORDER 85-85, EFFECTIVE JUNE 10, 1985, AND THE RULES IMPLEMENTING MAYORS ORDER 85-85, 33 DCR 4952, (PUBLISHED AUGUST 15, 1986), "ON COMPLIANCE WITH EQUAL OPPORTUNITY REQUIREMENTS IN DISTRICT GOVERNMENT CONTRACTS," ARE HEREBY INCLUDED AS PART OF THIS BID/PROPOSAL. THEREFORE, EACH BIDDER/OFFEROR SHALL INDICATE BELOW THEIR WRITTEN COMMITMENT TO ASSURE COMPLIANCE WITH MAYOR'S ORDER 85-85 AND THE IMPLEMENTING RULES. FAILURE TO COMPLY WITH THE SUBJECT MAYOR'S ORDER AND THE IMPLEMENTING RULES SHALL RESULT IN REJECTION OF THE RESPECTIVE BID/PROPOSAL.

I, \_\_\_\_\_, THE AUTHORIZED REPRESENTATIVE OF \_\_\_\_\_, HEREINAFTER REFERRED TO AS "THE CONTRACTOR," CERTIFY THT THE CONTRATOR IS FULLY AWARE OF ALL OF THE PROVISIONS OF MAYOR'S ORDER 85-85, EFFECTIVE JUNE 10, 1985, AND OF THE RULES IMPLEMENTING MAYOR'S ORDER 85-85, 33 DCR 4952. I FURTHER CERTIFY AND ASSURE THAT THE CONTRACTOR WILL FULLY COMPLY WITH ALL APPLICABLE PROVISIONS OF THE MAYOR'S ORDER AND IMPLEMENTING RULES IF AWARDED THE D.C. GOVERNMENT REFERENCED BY THE CONTRACT NUMBER ENTERED BELOW. FURTHER, THE CONTRACTOR ACKNOWLEDGES AND UNDERSTANDS THAT THE AWARD OF SAID CONTRACT AND ITS CONTINUATION ARE SPECIFICALLY CONDITIONED UPON THE CONTRACTOR'S COMPLIANCE WITH THE ABOVE-CITED ORDER AND RULES.

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
CONTRACT NUMBER

\_\_\_\_\_  
DATE

# EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER INFORMATION REPORT

GOVERNMENT OF THE DISTRICT OF COLUMBIA DC Office of Contracting and Procurement Employer Information Report (EEO)										Reply to: Office of Contracting and Procurement 441 4 <sup>th</sup> Street, NW, Suite 700 South Washington, DC 20001											
Instructions: Two (2) copies of DAS 84-404 or Federal Form EEO-1 shall be submitted to the Office of Contracting and Procurement. One copy shall be retained by the Contractor.																					
Section A – TYPE OF REPORT																					
1. Indicate by marking in the appropriate box the type of reporting unit for which this copy of the form is submitted (MARK ONLY ONE BOX)																					
Single Establishment Employer (1) <input type="checkbox"/> Single-establishment Employer Report										Multi-establishment Employer: (2) <input type="checkbox"/> Consolidated Report (3) <input type="checkbox"/> Headquarters Report (4) <input type="checkbox"/> Individual Establishment Report (submit one for each establishment with 25 or more employees) (5) <input type="checkbox"/> Special Report											
1. Total number of reports being filed by this Company. _____																					
Section B – COMPANY IDENTIFICATION <i>(To be answered by all employers)</i>																		OFFICIAL USE ONLY			
1. Name of Company which owns or controls the establishment for which this report is filed																		a.			
Address (Number and street)								City or Town				Country		State		Zip Code		b.			
b. Employer Identification No.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
2. Establishment for which this report is filed.																		OFFICIAL USE ONLY			
a. Name of establishment																		c.			
Address (Number and street)								City or Town				Country		State		Zip Code		d.			
b. Employer Identification No.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
3. Parent of affiliated Company																					
a. Name of parent or affiliated Company								b. Employer Identification No.				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Address (Number and Street)								City or Town				Country		State		Zip Code					
Section C - ESTABLISHMENT INFORMATION																					
1. Is the location of the establishment the same as that reported last year? Yes      No      Did not report      Report on combined last year      basis										2. Is the major business activity at this establishment the same as that reported last year?      Yes      No No report last year      Reported on combined basis										OFFICIAL USE ONLY	
2. What is the major activity of this establishment? (Be specific, i.e., manufacturing steel castings, retail grocer, wholesale plumbing supplies, title insurance, etc. Include the specific type of product or service provided, as well as the principal business or industrial activity.																		e.			
3. MINORITY GROUP MEMBERS: Indicate if you are a minority business enterprise (50% owned or 51% controlled by minority members).																					
Yes      No																					

## SECTION D – EMPLOYMENT DATA

Employment at this establishment – Report all permanent, temporary, or part-time employees including apprentices and on-the-job trainees unless specifically excluded as set forth in the instructions. Enter the appropriate figures on all lines and in all columns. Blank spaces will be considered as zero. *In columns 1, 2, and 3, include ALL employees in the establishment including those in minority groups*

JOB CATEGORIES	TOTAL EMPLOYEES IN ESTABLISHMENT			MINORITY GROUP EMPLOYEES							
				MALE				FEMALE			
	Total Employees Including Minorities (1)	Total Male Including Minorities (2)	Total Female Including Minorities (3)	Black (4)	Oriental (5)	American Indian (6)	Spanish Surname American (7)	Black (8)	Oriental (9)	American Indian (10)	Spanish Surname American (11)
Officials and Managers											
Professionals											
Technicians											
Sales Workers											
Office and Clerical											
Craftsman (Skilled)											
Operative (Semi-Skilled)											
Laborers (Unskilled)											
Service Workers											
TOTAL											
Total employ reported in previous report											

(The trainee below should also be included in the figures for the appropriate occupation categories above)

Formal On-The-Job Trainee	White collar	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
	Production											

1. How was information as to race or ethnic group in Section D obtained?

a. Visual Survey                      c. Other Specify \_\_\_\_\_

b. Employment Record                      \_\_\_\_\_

2. Dates of payroll period used \_\_\_\_\_

3. Pay period of last report submitted for this establishment. \_\_\_\_\_

**Section E – REMARKS** Use this Item to give any identification data appearing on last report which differs from that given above, explain major changes in composition or reporting units, and other pertinent information.

### Section F - CERTIFICATION

- Check One
- All reports are accurate and were prepared in accordance with the instructions (check on consolidated only)
  - This report is accurate and was prepared in accordance with the instructions.

Name of Authorized Official	Title	Signature	Date
Name of person contact regarding This report (Type of print)		Address (Number and street)	
Title	City and State	Zip Code	Telephone Number Extension

INFORMATION CITED HEREIN SHALL BE HELD IN CONFIDENCE.

DEPARTMENT OF HUMAN RIGHTS AND LOCAL BUSINESS DEVELOPMENT  
CONTRACT COMPLIANCE UNIT

SUBCONTRACT SUMMARY FORM

This SUMMARY form is to be completed by the PRIME contractor.

BID NO.: \_\_\_\_\_ CCB NUMBER: \_\_\_\_\_ of \_\_\_\_\_ pages

\* NOTE: The standard for minority subcontracting is 25% of the TOTAL contract dollar amount to be subcontracted.

AMOUNT OF PRIME CONTRACT: \$ \_\_\_\_\_  
AMOUNT OF ALL SUBCONTRACTS: \$ \_\_\_\_\_ equals \_\_\_\_\_% OF THE PRIME CONTRACT.

NAME OF PRIME CONTRACTOR: \_\_\_\_\_ ADDRESS: \_\_\_\_\_

TELEPHONE NO. \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_ PROJECT DESCRIPTIONS: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

WARD NO.: \_\_\_\_\_

SECTION II LIST ALL SUBCONTRACTORS THAT WILL BE UTILIZED ON THE ABOVE PROJECT

1. NAME OF SUBCONTRACTOR	2. ADDRESS	3. CONTACT PERSON	4. MBDC CERT. NO.	5. PHONE NO.	1. IS THIS A *MINORITY SUB? ____ YES ____ NO	2. TRADE OR BUSINESS PRODUCT THAT SUB WILL PROVIDE.	1. \$ AMOUNT OF SUBCONTRACT equals(=)	2. ____% (percent) OF TOTAL PRIME CONTRACT.
1. _____	2. _____	3. _____	4. _____	5. _____	1. MINORITY SUBCONTRACTOR ____ YES ____ NO	1. _____	1. \$ _____ equals(=)	2. _____%
2. _____	2. _____	3. _____	4. _____	5. _____	2. _____	2. _____	2. \$ _____ equals(=)	2. _____%
3. _____	2. _____	3. _____	4. _____	5. _____	1. MINORITY SUBCONTRACTOR ____ YES ____ NO	1. _____	1. \$ _____ equals(=)	2. _____%
4. _____	2. _____	3. _____	4. _____	5. _____	2. _____	2. _____	2. \$ _____ equals(=)	2. _____%
1. _____	2. _____	3. _____	4. _____	5. _____	1. MINORITY SUBCONTRACTOR ____ YES ____ NO	1. _____	1. \$ _____ equals(=)	2. _____%
2. _____	2. _____	3. _____	4. _____	5. _____	2. _____	2. _____	2. \$ _____ equals(=)	2. _____%
3. _____	2. _____	3. _____	4. _____	5. _____	1. MINORITY SUBCONTRACTOR ____ YES ____ NO	1. _____	1. \$ _____ equals(=)	2. _____%
4. _____	2. _____	3. _____	4. _____	5. _____	2. _____	2. _____	2. \$ _____ equals(=)	2. _____%
1. _____	2. _____	3. _____	4. _____	5. _____	1. MINORITY SUBCONTRACTOR ____ YES ____ NO	1. _____	1. \$ _____ equals(=)	2. _____%
2. _____	2. _____	3. _____	4. _____	5. _____	2. _____	2. _____	2. \$ _____ equals(=)	2. _____%
3. _____	2. _____	3. _____	4. _____	5. _____	1. MINORITY SUBCONTRACTOR ____ YES ____ NO	1. _____	1. \$ _____ equals(=)	2. _____%
4. _____	2. _____	3. _____	4. _____	5. _____	2. _____	2. _____	2. \$ _____ equals(=)	2. _____%
1. _____	2. _____	3. _____	4. _____	5. _____	1. MINORITY SUBCONTRACTOR ____ YES ____ NO	1. _____	1. \$ _____ equals(=)	2. _____%
2. _____	2. _____	3. _____	4. _____	5. _____	2. _____	2. _____	2. \$ _____ equals(=)	2. _____%
3. _____	2. _____	3. _____	4. _____	5. _____	1. MINORITY SUBCONTRACTOR ____ YES ____ NO	1. _____	1. \$ _____ equals(=)	2. _____%
4. _____	2. _____	3. _____	4. _____	5. _____	2. _____	2. _____	2. \$ _____ equals(=)	2. _____%

TOTAL DOLLAR AMOUNT SUBCONTRACTED TO \*MINORITY BUSINESS ENTERPRISES. \$ \_\_\_\_\_

PERCENT OF PRIME CONTRACT. \_\_\_\_\_%

\*D.C. LAW 1-95, as amended, defines a MINORITY BUSINESS ENTERPRISE as a business of which more than 50% is owned by members of a minority, and of which more than 50% of the net profit or loss accrues to members of a minority.

SOLICITATION NO: \_\_\_\_\_

**PROJECTED GOALS AND TIMETABLES FOR FUTURE HIRING**

MINORITY GROUP EMPLOYEES GOALS					TIMETABLES				
JOB CATEGORIES	MALE				FEMALE				
	BLACK	ASIAN	AMERICAN INDIAN	HISPANIC	BLACK	ASIAN	AMERICAN INDIAN	HISPANIC	
OFFICIALS & MANAGERS									
PROFESSIONALS									
TECHNICIANS									
SALES WORKERS									
OFFICE AND CLERICAL									
CRAFTSMANS (SKILLELD)									
OPERATIVE (SEMI-SKILLED)									
LABORERS (UNSKILLED)									
SERVICE WORKERS									
TOTALS									
NAME OF AUTHORIZED OFFICIAL:				TITLE:			SIGNATURE:		
FIRM NAME:						TELEPHONE NO:		DATE:	
<p>INDICATE IF THE PRIME UTILIZES A <u>"MINORITY FINANCIAL INSTITUTION"</u></p> <p>_____ Yes      _____ No</p> <p>NAME:</p> <p>ADDRESS:</p> <p>TYPE OF ACCOUNT/S:</p>									

**District of Columbia Register**  
**GOVERNMENT OF THE DISTRICT OF COLUMBIA**

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**ADMINISTRATIVE ISSUANCE SYSTEM**

SUBJECT: Compliance with Equal Opportunity Obligations in Contracts

ORIGINATING AGENCY: Office of the Mayor

By virtue of the authority vested in me as Mayor of the District of Columbia by Section 422 of the District of Columbia self-government and Government Reorganization Act of 1973 as amended, D.C. Code section 1-242 (1981-Ed.), it is hereby ORDERED that Commissioner's Order No. 73-51, dated February 28, 1973, is hereby rescinded and reissued in its entirety to read as follows:

1. Establishment of Policy: There is established a policy of the District of Columbia Government to:
  - (a) provide equal opportunity in employment for all persons with respect to any contract by and with the Government of the District of Columbia.
  - (b) prohibit discrimination in employment because of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, or physical handicap;
  - (c) provide equal opportunity to all persons for participation in all District of Columbia Government contracts, including but not limited to lease agreements, Industrial Revenue Bond financing, and Urban Development Action grants;
  - (d) provide equal opportunity to minority business enterprises in the performance of District of Columbia Government contracts in accordance with Mayor's Orders, District of Columbia laws, and rules and regulations promulgated by the Minority Business Opportunity Commission; and
  - (e) promote the full realization of equal employment through affirmative, continuing programs by contractors and subcontractors in the performance of contracts with the District of Columbia Government.
2. Delegation of Authority: The Director of the Office of Human Rights (hereinafter "Director") is delegated the authority vested in the Mayor to implement the provisions of this order as set forth herein, and any rules, regulations, guidelines, and procedures adopted pursuant thereto.
3. Responsibilities: The Director of the Office of Human Rights shall be responsible for establishing and ensuring agency compliance with the policy set forth in this Order, any rules, regulations, and procedures that may be adopted by the Office of Human Rights pursuant to this Order, and any other equal opportunity provisions as may be added as a part of any contract.
4. Powers and Duties: The Director of the Office of Human Rights shall have the following powers and duties:
  - (a) to establish standards and procedures by which contractors and subcontractors who perform under District of Columbia Government contracts shall comply with the equal opportunity provisions of their contracts; to issue all orders, rules, regulations, guidelines, and procedures the Director may deem necessary and proper for carrying out and implementing the purposes of this Order;
  - (b) to assume equal opportunity compliance jurisdiction over any matter pending before a contracting agency where the Director considers it necessary or appropriate for the achievement of the purposes of

this Order, keep the contracting agency informed of all actions taken, and act through the contracting agency to the extent appropriate and practicable;

- (c) to examine the employment practices of any District of Columbia Government contractor or subcontractor, or initiate the examination by the appropriate contracting agency to determine whether or not the contractual provisions specified in any rules and regulations adopted pursuant to this Order have been violated, and notify the contracting agency of any action taken or recommended;
- (d) to monitor and evaluate all District of Columbia Government agencies, including those independent agencies and commissions not required to submit the Affirmative Action Programs of their contractors to the Office of Human Rights for approval, to ensure compliance with the equal opportunity obligations in contracts;
- (e) to use his or her best efforts to cause any labor union engaged in work under District of Columbia Government contracts, any referral, recruiting or training agency, or any other representative of workers who are or may be engaged in work under contracts and subcontracts to cooperate in and to comply with the implementation of the purposes of this Order;
- (f) to notify, when appropriate, the concerned contracting agencies, the Office of Federal Contract Compliance Programs, the U.S. Department of Justice, or other appropriate Federal, State, and District agencies, whenever the Director has reason to believe that practices of any contractor, labor organization, lending institution, insurance firm, or agency violate provisions of Federal, State, or District, laws;
- (g) to enter, where the determinations are made by Federal, State, or District agencies, into reciprocal agreements with those agencies to receive the appropriate information;
- (h) to hold hearings, public or private, as necessary to obtain compliance with any rules, regulations, and procedures promulgated pursuant to this Order, and to issue orders relating thereto. No order to terminate or cancel a contract, or to withhold from any contractor further District of Columbia Government contractors shall be issued without affording the contractor an opportunity for a hearing. Any order to terminate or cancel a contract or to withhold from any contractor further District of Columbia Government contracts shall be issued in accordance with rules, and regulations pursuant to the Administrative Procedure Act, as amended and;
- (i) to grant waivers from the minimum standards for the employment of minorities and women in Affirmative Action Programs in exceptional cases, as circumstances may warrant.

5. Duties of Contracting Agencies: Each contracting agency shall have the following duties:

- (a) the initial responsibility for ensuring that contractors and subcontractors are in compliance with any rules, regulations, and procedures promulgated pursuant to this Order;
- (b) to examine the employment practices of contractors and subcontractors in accordance with procedures established by the Office of Human Rights, and report any compliance action to the Director of the Office of Human Rights;
- (c) to comply with the terms of this Order and of the orders, rules, regulations, guidelines, and procedures of the Office of Human Rights issued pursuant thereto in discharging their responsibility for securing contract compliance; and
- (d) to secure compliance with any rules, regulations, and procedures promulgated pursuant to this Order before or after the execution of a contract by methods, of conference, conciliation and persuasion. No enforcement proceedings shall be initiated, nor shall a contract be cancelled or terminated in whole or in part, unless such methods have first been attempted.

6. Procedures: The procedures to be followed in implementing this Order shall be those set forth in

Orders, rules, regulations, and guidelines as may be promulgated by the Office of Human Rights.

7. Severability: If any section, subsection, sentence, clause, phrase, or portion of the provisions in this Order is for any reason declared by any court of competent jurisdiction to be invalid or unconstitutional, such section, subsection, sentence, clause, phrase, or portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining provisions of this order.
8. Effective Date: This Order shall become effective immediately.

Signed by Marion Barry, Jr.  
Mayor

ATTEST: Signed by Clifton B. Smith  
Secretary of the District of Columbia

## **OFFICE OF HUMAN RIGHTS**

### **NOTICE OF FINAL RULEMAKING**

The Director of the Office of Human Rights hereby gives notice of the adoption of the following final rules governing standards and procedures for equal employment opportunity applicable to contractors and subcontractors under District of Columbia Government Contracts. Notice of Proposed Rulemaking was published for public comment in the D.C. Register on April 11, 1986 at 33 DCR 2243. Based on some the comments received and upon further review by the Office of Human Rights, minor revisions were made in the rules at the following subsections: 1104.1, 1104.2, 1104.4, 1104.13, 1104.17(e) (5), 1104.28, 1107.1, 1199.1, and at page 15 the definition of minority was written out in addition to citing its D.C. Code. None of the revisions change the intent of the proposed final rules. Final action to adopt these final rules was taken on August 4, 1986, and will be effective upon publication of this notice in the Register.

#### **CHAPTER 11 EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS IN CONTRACTS**

##### **1100 PURPOSE**

1100.1 These rules shall govern standards and procedures to be followed by contractors and subcontractors performing under District of Columbia Government contracts for goods and services, including construction contracts, for the purpose of assuring equal employment opportunity for minorities and women.

1100.2 These rules establish requirements for contractors and subcontractors regarding their commitment to observe specific standards for the employment of minorities and women and to achieve affirmative action obligations under District of Columbia contracts. These rules are not intended nor shall be used to discriminate against any qualified applicant for employment or employee.

##### **1101 SCOPE**

1101.1 Except as hereinafter exempted, the provisions of this chapter shall apply to all District of Columbia Government contracts subject to Mayor's Order No. 85-85, and any rules, regulations, and procedures promulgated pursuant to that Mayor's Order.

##### **1102 COVERAGE**

1102.1 The provisions of this chapter shall govern the processing of any matter before the Office Human Rights involving the following:

- (a) Discrimination in employment on grounds of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, or physical handicap by any District of Columbia Government contractor; and
- (b) Achievement of affirmative action obligations under District of Columbia contracts.

##### **1103 CONTRACT PROVISIONS**

1103.1 Each contract for goods and services, including construction contracts, except construction subcontracts for standard commercial supplies or raw materials, shall include as express contractual provisions the language contained in subsections 1103.2 through 1103.10.

1103.2 The contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, or physical handicap.

- 1103.3 The contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, or physical handicap. The affirmative action shall include, but not be limited to the following:
- (a) Employment, upgrading, or transfer;
  - (b) Recruitment or recruitment advertising;
  - (c) Demotion, layoff, or termination;
  - (d) Rates of pay, or other forms of compensation; and
  - (e) Selection for training and apprenticeship.
- 1103.4 The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Agency, setting forth the provisions in subsections 1103.2 and 1103.3 concerning non-discrimination and affirmative action.
- 1103.5 The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment pursuant to the non-discrimination requirements set forth in subsection 1103.2
- 1103.6 The contractor agrees to send to each labor union or representative of workers with which it has a collective bargaining agreement, or other contract or understanding, a notice to be provided by the Contracting Agency, advising each labor union or workers' representative of the contractor's commitments under this chapter, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 1103.7 The contractor agrees to permit access to all books, records, and accounts, pertaining to its employment practices, by the Director and the Contracting Agency for purposes of investigation to ascertain compliance with this chapter, and to require under terms of any subcontractor agreement each subcontractor to permit access of such subcontractors, books, records, and accounts for such purposes.
- 1103.8 The contractor agrees to comply with the provisions of this chapter and with all guidelines for equal employment opportunity applicable in the District of Columbia adopted by the Director, or any authorized official.
- 1103.9 The prime contractor shall include in every subcontract the equal opportunity clauses, subsections 1103.2 through 1103.10 of this section, so that such provisions shall be binding upon each subcontractor or vendor.
- 1103.10 The prime contractor shall take such action with respect to any subcontractor as the Contracting Officer may direct as a means of enforcing these provisions, including sanctions for non-compliance; provided, however, that in the event the prime contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the prime contractor may request the District to enter into such litigation to protect the interest of the District.
- 1104 **AFFIRMATIVE ACTION PROGRAM**
- 1104.1 Each apparent low bidder for a construction contract shall complete and submit to the Contracting Agency, prior to the execution of any contract in the amount of twenty-five thousand dollars (\$25,000) or more, and each contractor covered under subsection 1105.1, an Affirmative Action Program to ensure equal opportunity which shall include specific standards for the utilization of minorities and women in the trades, crafts and skills to be used by the contractor in the performance of the contract.

- 1104.2 Each apparent low bidder or offeror for a non-construction contract shall complete and submit to the Contracting Agency, prior to the execution of any contract in the amount of ten thousand dollars (\$10,000) or more, and each contractor covered under subsection 1105.2 , an Affirmative Action Program to ensure equal opportunity which shall include specific standards for the utilization of minorities in the job categories specified in subsection 1108.4.
- 1104.3 To ensure equal opportunity each Affirmative Action Program shall include the following commitments:
- (a) With respect to construction contracts, each contractor shall certify that it will comply with the provisions of this chapter, and submit a personnel utilization schedule for all the trades the contractor is to utilize, indicating the actual numbers of minority and female workers that are expected to be a part of the workforce performing under the contract; and
  - (b) With respect to non-construction contracts, each contractor shall certify that it will comply with the provisions of this chapter, and shall submit a personnel utilization schedule indicating by craft and skill, the minority composition of the workforce related to the performance of the work under the contract. The schedule shall include all workers located in the facility from which the goods and services are produced and shall include the same information for other facilities which have a significant relationship to the performance of work under the contract.
- 1104.4 If the experience of the contractor with any local union from which it will secure employees indicates that the union will not refer sufficient minorities or women to meet minority or female employment commitments, the contractor shall, not less than ten (10) days prior to the employment of any person on the project subject to the jurisdiction of that local union, do the following:
- (a) Notify the District of Columbia Department of Employment Services and at least two (2) minority and two (2) female referral organizations of the contractor's personnel needs, and request referral of minority and female workers; and
  - (b) Notify any minority and female workers who have been listed with the contractors as awaiting vacancies.
- 1104.5 If, within five (5) working days prior to commencement of work, the contractor determines that the Department of Employment Services or the minority or female referral organizations are unable to refer sufficient minorities or women to meet its commitments, the contractor may take steps to hire, by referral or otherwise, from the local union membership to fill the remaining job openings, provided that it notifies the local union of its personnel needs and of its employment commitments. Evidence of the notification shall be provided to the Contracting Agency.
- 1104.6 The contractor shall have standing requests for additional referrals of minority and female workers with the local union, the Department of Employment Services, and the other referral sources, until such time as the contractor has met its minority and female employment commitments.
- 1104.7 If the contractor desires to lay off some of its employees in a given trade on a construction site, it shall ensure that the required number of minority and female employees remain on the site to meet the minority and female commitments.
- 1104.8 No contractor shall refuse employment to any individual who has minimal facility to speak English except where the contractor can demonstrate that the facility to speak English is necessary for the performance of the job.

- 1104.9 No union with which the contractor has a collective bargaining agreement shall refuse to refer minority and female employees to such contractor.
- 1104.10 To the extent that contractors have delegated the responsibility for some of their employment practices to some other organization or agency which prevents them from meeting their equal opportunity obligations, those contractors shall not be considered to be in compliance with this chapter.
- 1104.11 The obligations of the contractor shall not be reduced, modified, or subject to any provision in any collective bargaining agreement with labor organization which provides that the labor organizations shall have the exclusive or primary opportunity to refer employees.
- 1104.12 When any contractor employs a minority person or woman in order to comply with this chapter, those persons shall be advised of their right to seek union membership, the contractor shall provide whatever assistance may be appropriate to enable that person to obtain membership, and the contractor shall notify the appropriate union of that person's employment.
- 1104.13 The contractor shall not discharge, refuse to employ, or otherwise adversely affect any minority person or woman because of any provision in any collective bargaining agreement, or any understanding, written or oral that the contractor may have with any labor organization.
- 1104.14 If at any time, because of lack of cooperation or overt conduct, a labor organization impedes or interferes with the contractor's Affirmative Action Program, the contractor shall notify the Contracting Agency and the Director immediately, setting forth the relevant circumstances.
- 1104.15 In any proceeding involving a disagreement between a labor organization and the contractor over the implementation of the contractor's Affirmative Action Program, the Contracting Agency and the Office of Human Rights may become a party to the proceeding.
- 1104.16 In determining whether or not a contractor is utilizing minorities and females pursuant to Section 1108, consideration shall be given to the following factors:
- (a) The proportion of minorities and women employed in the trades and as laborers in the construction industry within the District of Columbia;
  - (b) The proportion of minorities and women employed in the crafts or as operatives in non-construction industries within the District of Columbia;
  - (c) The number and ratio of unemployed minorities and women to total unemployment in the District of Columbia;
  - (d) The availability of qualified and qualifiable minorities and women for employment in any comparable line of work, including where they are now working and how they may be brought into the contractor's workforce;
  - (e) The effectiveness of existing training programs in the area, including the number who complete training, the length and extent of training, employer experience with trainees, and the need for additional or expanded training programs; and
  - (f) The number of additional workers that could be absorbed into each trade or line of work without displacing present employees, including consideration of present employee shortages, projected growth of the trade or line of work, and projected employee turnover.
- 1104.17 The contractor's commitment to specific standards for the utilization of minorities and females as required under this chapter shall include a commitment to make every good faith effort to meet

those standards. If the contractor has failed to meet the standards, a determination of “good faith” shall be based upon the contractor’s documented equal opportunity efforts to broaden its equal employment program which shall include, but may not necessarily be limited to, the following requirements:

- (a) The contractor shall notify the community organizations that the contractor has employment opportunities available and shall maintain records of the organizations’ responses;
- (b) The contractor shall maintain a file of the names and addresses of each minority and female worker referred to it and what action was taken with respect to each referred worker. If that worker was not sent to the union hiring hall for referral or if the worker was not employed by the contractor, the contractor’s file shall be documented and the reasons therefore;
- (c) The contractor shall notify the Contracting Agency and the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority or female worker originally sent to the union by the contractor for union registration, or the contractor has other information that the union referral process has impeded the contractor’s efforts to meet its goals;
- (d) The contractor shall participate in training programs related to its personnel needs;
- (e) The contractor shall disseminate its EEO policy internally by doing the following:
  - (1) Including it in any organizational manual;
  - (2) Publicizing it in company newspapers, annual report, etc.;
  - (3) Conducting staff, employee, and union representatives meetings to explain and discuss the policy;
  - (4) Posting; and
  - (5) Reviewing the policy with minority and female employees.
- (f) The contractor shall disseminate its EEO policy externally by doing the following:
  - (1) Informing and discussing it with all recruitment sources;
  - (2) Advertising in news media, specifically including news media directed to minorities and women;
  - (3) Notifying and discussing it with all known minority and women’s organizations; and
  - (4) Notifying and discussing it with all subcontractors and suppliers.

- 1104.18 The contractor shall make specific recruitment efforts, both written and oral, directed at all minority and women’s training organizations within the contractor’s recruitment area.
- 1104.19 The contractor shall encourage present employees to assist in the recruitment of minorities and women for employment.
- 1104.20 The contractor shall validate all qualifications, selection requirements, and tests in accordance with the guidelines of the Equal Employment Opportunity Commission.

- 1104.21 The contractor shall make good faith efforts to provide after school, summer and vacation employment to minority youths and young women.
- 1104.22 The contractor shall develop on-the-job training opportunities, and participate and assist in any association or employer group training programs relevant to the contractor's employee needs.
- 1104.23 The contractor shall continually inventory and evaluate all minority and female personnel for promotion opportunities.
- 1104.24 The contractor shall make sure that seniority practices, job classifications, qualifications, etc. do not have a discriminatory effect on minorities and women.
- 1104.25 The contractor shall make certain that all facilities and company activities are nonsegregated.
- 1104.26 The contractor shall continually monitor all personnel activities to ensure that its EEO policy is being carried out.
- 1104.27 The contractor may utilize minority banking facilities as depositories for funds which may be involved, directly or indirectly, in the performance of the contract.
- 1104.28 The contractor shall employ minority and female workers without respect to union membership in sufficient numbers to meet the minority and female employment standards, if the experience of the contractor with any labor union from which it will secure employees does not indicate that it will refer sufficient minorities and females to meet its minority and female employment standards.
- 1104.29 The contractor shall ensure that all of its employees as well as those of its subcontractors are made knowledgeable about the contractor's equal opportunity policy.
- 1104.30 [Reserved]
- 1104.31 Each contractor shall include in all bid invitations or other pre-bid communications, written or otherwise, with respect to prospective subcontractors, the standards, as applicable, which are required under this chapter.
- 1104.32 Whenever a contractor subcontracts a portion of the work in any trade, craft or skill it shall include in the subcontract, its commitment made under this chapter, as applicable, which shall be adopted by its subcontractors who shall be bound thereby and by the regulations of this chapter to the full extent as if it were the prime contractor.
- 1104.33 The prime contractor shall give notice to the Director and the Contracting Agency of any refusal or failure of any subcontractor to fulfill its obligations under this chapter.
- 1104.34 Failure of compliance by any subcontractor shall be treated in the same manner as a failure by the prime contractor.
- 1105 EXEMPTIONS
- 1105.1 Prospective construction contractors shall be exempt from submitting Affirmative Action Programs for contracts amounting to less than twenty-five thousand dollars (\$25,000); provided, that when a construction contractor accumulates contracts amounting to twenty-five thousand dollars (\$25,000) or more within a period of twelve (12) months that contractor shall be required to submit an Affirmative Action Program for each contract executed thereafter.
- 1105.2 Prospective non-construction contractors shall be exempt from submitting Affirmative Action Programs for contracts amounting to less than ten thousand dollars (\$10,000); provided, that when

a non-construction contractor accumulates contracts amounting to ten thousand dollars (\$10,00) or more during a period of twelve (12) months that contractor shall be required to submit an Affirmative Action Program for each contract executed thereafter.

#### 1106 NONRESPONSIBLE CONTRACTORS

1106.1 If a bidder or offeror fails either to submit a complete and satisfactory Affirmative Action Program or to submit a revised Affirmative Action Program that meets the approval of the Director, as required pursuant to this chapter, the Director may direct the Contracting Officer to declare the bidder or offeror to be nonresponsible and ineligible for award of the contract.

1106.2 Any untimely submission of an Affirmative Action Program may, upon order of the Director, be rejected by the Contracting Officer.

1106.3 In no case shall there be any negotiation over the provision of specific utilization standards submitted by the bidder or offeror after the opening of bids or receipt of offer and prior to award.

1106.4 If any directive or order relating to nonresponsibility is issued under this section, the Director shall afford the bidder or offeror a reasonable opportunity to be heard in opposition to such action in accordance with subsection 1118.1, or in support of a request for waiver under section 1109.

#### 1107 NOTICE OF COMPLIANCE

1107.1 Each Contracting Agency shall include, or require the contract bidder or offeror to include, in the invitation for bids or other solicitation used for a D.C. Government-involved contract, a notice stating that to be eligible for consideration, each bidder or offeror shall be required to comply with the provisions of this chapter for the trades, crafts and skills to be used during the term of the performance of the contract whether or not the work is subcontracted.

#### 1108 MINIMUM STANDARDS FOR MINORITY AND FEMALE EMPLOYMENT

1108.1 The minimum standards for the utilization of minorities in the District of Columbia Government construction contracts shall be forty-two percent (42%) in each trade for each project, and an aggregate workforce standard of six and nine-tenths percent (6.9%) for females in each project. Any changes in Federal standards pertaining to minority group and female employment in Federally-involved construction contracts shall be taken into consideration in any review of these requirements.

1108.2 The construction contractor's standards established in accordance with subsection 1108.1 shall express the contractor's commitment of the forty-two percent (42%) of minority personnel who will be working in each specified trade on each of the contractor's District of Columbia Government projects, and the aggregate standard of six and nine-tenths percent (6.9%) for the employment of females in each District of Columbia Government contract.

1108.3 The hours for minority and female workers shall be substantially uniform throughout the entire length of the construction contract for each trade used, to the effect that the same percentage of minority workers in the trades used shall be working throughout the length of work in each trade on each project, and the aggregate percentage in each project for females.

1108.4 The minimum standard for the utilization of minorities in non-construction contracts shall be twenty-five percent (25%) in each of the following nine (9) job categories:

- (a) Officials and managers;
- (b) Professionals;

- (c) Technicians;
- (d) Sales workers;
- (e) Office and clerical workers;
- (f) Craftpersons (Skilled);
- (g) Operative (Semi-skilled);
- (h) Laborers (Unskilled); and
- (i) Service workers.

1108.5 With respect to non-construction contracts the contractor's standards established in accordance with subsection 1108.4 shall express the contractor's commitment of the twenty-five percent (25%) of minority personnel who will be working in each specified craft or skill in each contract.

#### 1109 WAIVERS

1109.1 The Director may grant a waiver to a prospective contractor from the requirement to submit a set of minimum standards for the employment of minorities and women in a particular contract, if before the execution of the contract and approval of the Affirmative Action Program, the contractor can document and otherwise prove it is unable to meet the standards in the performance of the contract.

#### 1110 SOLICITATION OF CONTRACT

1110.1 Each solicitation for contract covered by section 1104 shall contain a statement that contractors shall comply with the minimum standards established pursuant to these rules for ensuring equal opportunity.

1110.2 The contract solicitation shall require that each bidder or offeror certify that it intends to meet the applicable minimum standards in section 1108 in order to be considered for the contract.

#### 1111 PRIOR TO EXECUTION OF CONTRACT

1111.1 Upon being designated the apparent low bidder or offeror, that contractor shall submit a detailed Affirmative Action Program that sets forth the following:

- (1) The composition of its current total workforce; and
- (2) The composition of the workforce by race, color, national origin, and sex to be used in the performance of the contract and that of all known subcontractors that will be utilized to perform the contract.

1111.2 The apparent low bidder or offeror shall submit an Affirmative Action Program in accordance with section 1104 describing the actions it will take to ensure compliance with this chapter which shall be subject, prior to the execution of any contract, to the approval of the Director.

1111.3 If the Office of Human Rights does not act within ten (10) working days after the receipt of the Affirmative Action Program sent for approval, the Contracting Agency may proceed on its own determination to execute the contract.

- 1111.4 The apparent low bidder or offeror shall submit an Affirmative Action Program within a period of time to specified by each Contracting Agency, but which shall not exceed ten (10) working days after becoming the apparent contractor.
- 1111.5 The apparent low bidder or offeror shall furnish all information and reports to the Contracting Agency as required by this chapter, and shall permit access to all books or records pertaining to its employment practices or worksites.
- 1111.6 No contract subject to section 1104 shall be executed by the Contracting Agency, if the apparent low bidder or offeror does not submit an Affirmative Action Program, or if the Program has been disapproved in writing by the Director.
- 1111.7 If there is disagreement between the contractor and the Contracting Officer as to the adequacy of the Affirmative Action Program, the matter shall be referred to the Director for a decision.
- 1112 AFTER EXECUTION OF CONTRACT
- 1112.1 Each contractor shall maintain throughout the term of the contract the minimum standards for the employment of minorities and women, as set forth in the approved Affirmative Action Program.
- 1112.2 Each contractor shall require that each subcontractor, or vendor under the contract comply with the provision of the contract and the Affirmative Action Program.
- 1112.3 Each contractor shall furnish all information as required by this chapter, and permit access to all books and records pertaining to the contractor's employment practices and work sites by the Director and the Contracting Agency for purposes of investigation to ascertain compliance with this chapter.
- 1113 MONITORING AND EVALUATION
- 1113.1 The Director shall, from time to time, monitor and evaluate all District of Columbia Government agencies, including those independent agencies and commissions not required to submit the Affirmative Action Program of their contractors, to ensure compliance with the equal opportunity obligations in contracts, as provided for in this chapter.
- 1114 AFFIRMATIVE ACTION TRAINING PROGRAM
- 1114.1 Each contractor, in fulfilling its affirmative action responsibilities under a contract with the District of Columbia Government, shall be required to have, as part of its Affirmative Action Program, an existing training program for the purpose of training, upgrading, and promotion of minority and female employees or to utilize existing programs. Those programs shall include, but not be limited to, the following:
- (a) To be consistent with its personnel requirements, the contractor shall make full use of the applicable training programs, including apprenticeship, on-the job training, and skill refinement training for journeymen. Recruitment for the program shall be designed to provide for appropriate participation by minority group members and women;
  - (b) The contractor may utilize a company-operated skill refinement training program. This program shall be formal and shall be responsive to the work to be performed under the contract;
  - (c) The contractor may utilize formal private training institutions that have as their objective training and skill refinement appropriate to the classification of the workers employed. When training is provided by a private organization the following information shall be supplied:

- (1) The name of the organization;
- (2) The name, address, social security number, and classification of the initial employees and any subsequent employees chosen during the course of the contract; and
- (3) The identity of the trades, and crafts or skills involved in the training.

1114.2 If the contractor relies, in whole or in part, upon unions as a source of its workforce, the contractor shall use its best efforts, in cooperation with unions, to develop joint training programs aimed toward qualifying more minorities and females for membership in the union, and increasing the skills of minority and female employees so that they may qualify for higher paying employment.

1114.3 Approval of training programs by the Contracting Agency shall be predicated, among other things, upon the quality of training, numbers of trainees and trades, crafts or skills involved, and whether the training is responsive to the policies of the District of Columbia and the needs of the minority and female community. Minority and female applicants for apprenticeship or training should be selected in sufficient numbers as to ensure an acceptable level of participation sufficient to overcome the effects of past discrimination.

#### 1115 COMPLIANCE REVIEW

1115.1 The Director and the Contracting Agency shall review the contractor's employment practices during the performance of the Contract. Routine or special reviews of contractors shall be conducted by the Contracting Agency or the Director in order to ascertain the extent to which the policy of Mayor's Order No. 85-85, and the requirements in this chapter are being implemented and to furnish information that may be useful to the Director and the Contracting Agency in carrying out their functions under this chapter.

1115.2 A routine compliance review shall consist of a general review of the practices of the contractor to ascertain compliance with the requirements of this chapter, and shall be considered a normal part of contract administration.

1115.3 A special compliance review shall consist of a comprehensive review of the employment practices of the contractor with respect to the requirements of this chapter, and shall be conducted when warranted.

#### 1116 ENFORCEMENT

1116.1 If the contractor does not comply with the equal opportunity clauses in a particular contract, including subsections 1103.2 through 1103.10 of this chapter, that contract may be cancelled in whole or in part, and the contractor may be declared by the Director or the Contracting Officer to be ineligible for further District of Columbia Government Contracts subject to applicable laws and regulations governing debarment.

1116.2 If the contractor meets its goals or if the contractor can demonstrate that it has made every good faith effort to meet those goals, the contractor will be presumed to be in compliance with this chapter, and no formal sanction shall be instituted unless the Director otherwise determines that the contractor is not providing equal employment opportunity.

1116.3 When the Director proceeds with a formal hearing she or he has the burden of proving that the contractor has not met the requirements of this chapter, but the contractor's failure to meet its goals shall shift to it the requirement to come forward with evidence to show that it has met the good faith requirements of this chapter.

1117 COMPLAINTS

1117.1 The Director may initiate investigations of individual instances and patterns of discriminatory conduct, initiate complaints thereupon and keep the Contracting Agency informed of those actions.

1117.2 If the investigation indicates the existence of an apparent violation of the non-discrimination provisions of the contract required under section 1103 of this chapter the matter may be resolved by the methods of conference, conciliation, mediation, or persuasion.

1117.3 If an apparent violation of the non-discrimination provisions of the contract required under section 1103 of this chapter is not resolved by methods of conference, conciliation, mediation, or persuasion, the Director of the Contracting Officer may issue a notice requiring the contractor in question to show cause, within thirty (30) days, why enforcement proceedings or other appropriate action should not be initiated.

1117.4 Any employee of any District of Columbia Government contractor or applicant for employment who believes himself or herself to be aggrieved may, in person or by an authorized representative, file in writing, a complaint of alleged discrimination with the Director.

1118 HEARINGS

1118.1 In the event that a dispute arises between a bidder, offeror or prospective contractor and the Director or the Contracting Officer as to whether the proposed program of affirmative action for providing equal employment opportunity submitting by such bidder, offeror or prospective contractor complies with the requirements of this chapter and cannot be resolved by the methods of conference, conciliation, mediation, or persuasion, the bidder, offeror or prospective contractor in question shall be afforded the opportunity for a hearing before the Director.

1118.2 If a case in which an investigation by the Director or the Contracting Agency has shown the existence of an apparent violation of the non-discrimination provisions of the contract required under section 1103 is not resolved by the methods specified in subsection 1117.2, the Director may issue a notice requiring the contractor in question to show cause, within thirty (30) days, why enforcement proceedings or other appropriate action should not be initiated. The contractor in question shall also be afforded the opportunity for a hearing before the Director.

1118.3 The Director may hold a hearing on any complaint or violation under this chapter, and make determinations based on the facts brought before the hearing.

1118.4 Whenever the Director holds a hearing it is to be held pursuant to the Human Rights Act of 1977, a notice of thirty (30) working days for the hearing shall be given by registered mail, return receipt requested, to the contractor in question. The notice shall include the following:

- (a) A convenient time and place of hearing;
- (b) A statement of the provisions in this chapter or any other laws or regulations pursuant to which the hearing is to be held; and
- (c) A concise statement of the matters to be brought before the hearing.

1118.5 All hearings shall be open to the public and shall be conducted in accordance with rules, regulations, and procedures promulgated pursuant to the Human Rights Act of 1977.

1119 SANCTIONS

- 1119.1 The Director, upon finding that a contractor has failed to comply with the non-discrimination provisions of the contract required under section 1103, or has failed to make a good faith effort to achieve the utilization standards under an approved Affirmative Action Program, may impose sanctions contained in this section in addition to any sanction or remedies as may be imposed or invoked under the Human Rights Act of 1977.
- 1119.2 Sanctions imposed by the Director may include the following:
- (a) Order that the contractor be declared ineligible from consideration for award of District of Columbia Government contracts or subcontracts until such time as the Director may be satisfied that the contractor has established and will maintain equal opportunity policies in compliance with this chapter; and
  - (b) Direct each Contracting Officer administering any existing contract to cancel, terminate, or suspend the contract or any portion thereof, and to deny any extension, modification, or change, unless the contractor provides a program of future compliance satisfactory to the Director.
- 1119.3 Any sanction imposed under this chapter may be rescinded or modified upon reconsideration by the Director.
- 1119.4 An appeal of any sanction imposed by order of the Director under this chapter may be taken pursuant to applicable clauses of the affected contract or provisions of law and regulations governing District of Columbia Government contracts.
- 1120 NOTIFICATIONS
- 1120.1 The Director shall forward in writing notice of his or her findings of any violations of this chapter to the Contracting Officer for appropriate action under the contract.
- 1120.2 Whenever it appears that the holder of or an applicant for a permit, license or franchise issued by any agency or authority of the Government of the District of Columbia is a person determined to be in violation of this chapter the Director may, at any time he or she deems that action the Director may take or may have taken under the authority of this chapter, refer to the proper licensing agency or authority the facts and identities of all persons involved in the violation for such action as the agency or authority, in its judgement, considers appropriate based upon the facts thus disclosed to it.
- 1120.3 The Director may publish, or cause to be published, the names of contractors or unions which have been determined to have complied or have failed to comply with the provisions of the rules in this chapter.
- 1121 DISTRICT ASSISTED PROGRAMS
- 1121.1 Each agency which administers a program involving leasing of District of Columbia Government owned or controlled real property, or the financing of construction under industrial revenue bonds or urban development action grants, shall require as a condition for the approval of any agreement for leasing, bond issuance, or development action grant, that the applicant undertake and agree to incorporate, or cause to be incorporated into all construction contracts relating to or assisted by such agreements, the contract provisions prescribed for District of Columbia Government contracts by section 1103, preserving in substance the contractor's obligation under those provision.
- 1199 DEFINITIONS

The following words and phrases set forth in this section, when used in this chapter, shall have the following meanings ascribed:

**Contract** – any binding legal relationship between the District of Columbia and a contractor for supplies or services, including but not limited to any District of Columbia Government or District of Columbia Government assisted construction or project, lease agreements, Industrial Revenue Bond financing, and Urban Development Action grant, or for the lease of District of Columbia property in which the parties, respectively, do not stand in the relationship of employer and employee.

**Contracting Agency** – any department, agency, or establishment of the District of Columbia which is authorized to enter into contracts.

**Contracting Officer** – any official of a contracting agency who is vested with the authority to execute contracts on behalf of said agency.

**Contractor** – any prime contractor holding a contract with the District of Columbia Government. The term shall also refer to subcontractors when the context so indicates.

**Director** – the Director of the Office of Human Rights, or his or her designee.

**Dispute** – any protest received from a bidder or prospective contractor relating to the effectiveness of his or her proposed program of affirmative action for providing equal opportunity.

**Minority** – Black Americans, Native Americans, Asian Americans, Pacific Islander Americans, and Hispanic Americans. In accordance with D.C. Code, Section 1-1142(1) (Supp. 1985).

**Subcontract** – any agreement made or executed by a prime contractor or a subcontractor where a material part of the supplies or services, including construction, covered by an agreement is being obtained for use in the performance of a contract subject to Mayor's Order No. 85-85, and any rules, regulations, and procedures issued pursuant thereto.

**Subcontractor** – any contractor holding a contract with a District prime contractor calling for supplies or services, including construction, required for the performance of a contract subject to Mayor's Order No. 85-85, and any rules, regulations, and procedures promulgated pursuant thereto.

## **ATTACHMENT J.2.3 TAX CERTIFICATION**

# TAX CERTIFICATION AFFIDAVIT

Date \_\_\_\_\_, 200\_\_

Name of Organization/Entity: \_\_\_\_\_

Address: \_\_\_\_\_

Principal Officers:	Name	Soc. Sec. No.	Title
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____

Business Telephone No.: \_\_\_\_\_

Finance and Revenue Registration No.: \_\_\_\_\_

Federal Identification No.: \_\_\_\_\_

DUNS No.: \_\_\_\_\_ Contract No.: \_\_\_\_\_

Unemployment Insurance Account No.: \_\_\_\_\_

I hereby certify that:

1. I have complied with the applicable tax filing and licensing requirements of the District of Columbia.
2. The following information is true and correct concerning tax compliance for the following taxes for the past five (5) years:

	Current	Not Current
District: Sales and Use	( )	( )
Employment Withholding	( )	( )
Hotel Occupancy	( )	( )
Corporation Franchise	( )	( )
Unincorporated Franchise	( )	( )
Personal Property	( )	( )
Professional License	( )	( )
Arena/Public Safety Fee	( )	( )
Vendor Fee	( )	( )

3. If not current, as checked in item 2, I am in compliance with a payment agreement with the Department of Finance and Revenue.  
\_\_\_ Yes \_\_\_ No

Attach copy of the Agreement.

If outstanding liabilities exists and no agreement has been made, please attach a listing of all such liabilities.

The Department of Finance and Revenue also requires:

(A) Copies of FR-532 (Notice of Registration) or a copy of an FR-500 (Combined Registration Form)

(B) Copies of canceled checks for the last tax period(s) filed for each tax liability; i.e., sales and use, employer withholding, etc.

The District of Columbia Government is hereby authorized to verify the above information with appropriate Government authorities. The penalty for making false statements is a fine of not more than \$1,000.00, imprisonment for not more than 180 days, or both, as prescribed by D.C. Official Code §22-2405. The penalty for false swearing is a fine of not more than \$2,500.00, imprisonment for not more than three (3) years, or both, as prescribed in D.C. Official Code §22-2404.

Signature of Person Authorized to Sign This Document \_\_\_\_\_

Title \_\_\_\_\_

Print Name \_\_\_\_\_

Notary: DISTRICT OF COLUMBIA, ss:

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_ Month and Year

Notary Public \_\_\_\_\_

My Commission Expires \_\_\_\_\_

## FIRST SOURCE EMPLOYMENT AGREEMENT

Contract Number: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Project Name: \_\_\_\_\_

Project Address: \_\_\_\_\_ Ward: \_\_\_\_\_

Nonprofit Organization with 50 Employees or Less: (Yes) \_\_\_\_ (No) \_\_\_\_

This First Source Employment Agreement, in accordance with D. C. Law 14-24, D.C. Law 5-93, and Mayor's Order 83-265 for recruitment, referral, and placement of District of Columbia residents, is between the District of Columbia Department of Employment Services, hereinafter referred to as DOES, and \_\_\_\_\_, hereinafter, referred to as EMPLOYER. Under this Employment Agreement, the EMPLOYER will use DOES as its first source for recruitment, referral, and placement of new hires or employees for the new jobs created by this project and will hire 51% District of Columbia residents for all new jobs created, as well, as 51% of apprentices employed in connection with the project shall be District residents registered in programs approved by the District of Columbia Apprenticeship Council.

### I. GENERAL TERMS

- A. The EMPLOYER will use DOES as its first source for the recruitment, referral and placement of employees.
- B. The EMPLOYER shall require all contractors and subcontractors, with contracts totaling \$100,000 or more, to enter into a First Source Employment Agreement with DOES.
- C. DOES will provide recruitment, referral and placement services to the EMPLOYER subject to the limitations set out in this Agreement.
- D. DOES participation in this Agreement will be carried out by the Office of the Director, with the Office of Employer Services, which is responsible for referral and placement of employees, or such other offices or divisions designated by DOES.

- E. This Agreement shall take effect when signed by the parties below and shall be fully effective for the duration of the contract and any extensions or modifications to the contract.
- F. This Agreement shall not be construed as an approval of the EMPLOYER'S bid package, bond application, lease agreement, zoning application, loan, or contract/subcontract.
- G. DOES and the EMPLOYER agree that for purposes of this Agreement, new hires and jobs created (both union and nonunion) include all EMPLOYER'S job openings and vacancies in the Washington Standard Metropolitan Statistical Area created as a result of internal promotions, terminations, and expansions of the EMPLOYER'S workforce, as a result of this project, including loans, lease agreements, zoning applications, bonds, bids, and contracts.
- H. For purposes of this Agreement, apprentices as defined in D.C. Law 2-156, as amended, are included.
- I. The EMPLOYER shall register an apprenticeship program with the D.C. Apprenticeship Council for construction or renovation contracts or subcontracts totaling \$500,000 or more. This includes any construction or renovation contract or subcontract signed as the result of, but is not limited to, a loan, bond, grant, Exclusive Right Agreement, street or alley closing, or a leasing agreement of real property for one (1) year or more.
- J. All contractors who contract with the Government of the District of Columbia to perform information technology work with a single contract or cumulative contracts of at least \$500,000, let within any twelve (12) month period shall be required to register an apprenticeship program with the District of Columbia Apprenticeship Council.
- K. The term "information technology work" shall include, but is not limited to, the occupations of computer programmer, programmer analyst, desktop specialist, technical support specialist, database specialist, network support specialist, and any other related occupations as the District of Columbia Apprenticeship Council may designate by regulation.

## II. RECRUITMENT

- A. The EMPLOYER will complete the attached Employment Plan, which will indicate the number of new jobs projected, salary range, hiring dates, and union requirements. The EMPLOYER will notify DOES of its specific need for new employees as soon as that need is identified.

- B. Notification of specific needs, as set forth in Section II.A. must be given to DOES at least five (5) business days (Monday - Friday) before using any other referral source, and shall include, at a minimum, the number of employees needed by job title, qualification, hiring date, rate of pay, hours of work, duration of employment, and work to be performed.
- C. Job openings to be filled by internal promotion from the EMPLOYER'S current workforce need not be referred to DOES for placement and referral.
- D. The EMPLOYER will submit to DOES, prior to starting work on the project, the names, and social security numbers of all current employees, including apprentices, trainees, and laid-off workers who will be employed on the project.

### III. REFERRAL

DOES will screen and refer applicants according to the qualifications supplied by the EMPLOYER.

### IV. PLACEMENT

- A. DOES will notify the EMPLOYER, prior to the anticipated hiring dates, of the number of applicants DOES will refer. DOES will make every reasonable effort to refer at least two qualified applicants for each job opening.
- B. The EMPLOYER will make all decisions on hiring new employees but will in good faith use reasonable efforts to select its new hires or employees from among the qualified persons referred by DOES.
- C. In the event DOES is unable to refer the qualified personnel requested, within five (5) business days (Monday - Friday) from the date of notification, the EMPLOYER will be free to directly fill remaining positions for which no qualified applicants have been referred. Notwithstanding, the EMPLOYER will still be required to hire 51% District residents for the new jobs created by the project.
- D. After the EMPLOYER has selected its employees, DOES will not be responsible for the employees' actions and the EMPLOYER hereby releases DOES, and the Government of the District of Columbia, the District of Columbia Municipal Corporation, and the officers and employees of the District of Columbia from any liability for employees' actions.

## V. TRAINING

DOES and the EMPLOYER may agree to develop skills training and on-the-job training programs; the training specifications and cost for such training will be mutually agreed upon by the EMPLOYER and DOES and set forth in a separate Training Agreement.

## VI. CONTROLLING REGULATIONS AND LAWS

- A. To the extent this Agreement is in conflict with any labor laws or governmental regulations, the laws or regulations shall prevail.
- B. DOES will make every effort to work within the terms of all collective bargaining agreements to which the EMPLOYER is a party.
- C. The EMPLOYER will provide DOES with written documentation that the EMPLOYER has provided the representative of any involved collective bargaining unit with a copy of this Agreement and has requested comments or objections. If the representative has any comments or objections, the EMPLOYER will promptly provide them to DOES.

## VII. EXEMPTIONS

- A. Contracts, subcontracts or other forms of government-assistance less than \$100,000.
- B. Employment openings the contractor will fill with individuals already employed by the company.
- C. Job openings to be filled by laid-off workers according to formally established recall procedures and rosters.
- D. Suppliers located outside of the Washington Standard Metropolitan Statistical Area and who will perform no work in the Washington Standard Metropolitan Statistical Area.

## VIII. AGREEMENT MODIFICATIONS, RENEWAL, MONITORING, AND PENALTIES

- A. If, during the term of this Agreement, the EMPLOYER should transfer possession of all or a portion of its business concerns affected by this Agreement to any other party by lease, sale, assignment, merger, or otherwise, the EMPLOYER as a condition of transfer shall:
  - 1. Notify the party taking possession of the existence of the EMPLOYER'S Agreement.
  - 2. Notify the party taking possession that full compliance with this Agreement is required in order to avoid termination of the project.

3. EMPLOYER shall, additionally, advise DOES within seven (7) business/calendar days of the transfer. This advice will include the name of the party taking possession and the name and telephone of that party's representative.
- B. DOES shall monitor EMPLOYER'S performance under this Agreement. The EMPLOYER will cooperate in DOES' monitoring effort and will submit a Contract Compliance Form to DOES monthly.
  - C. To assist DOES in the conduct of the monitoring review, the EMPLOYER will make available payroll and employment records for the review period indicated.
  - D. If additional information is needed during the review, the EMPLOYER will provide the requested information to DOES.
  - E. With the submission of the final request for payment from the District, the EMPLOYER shall:
    1. Document in a report to the Contracting Officer its compliance with the requirement that 51% of the new employees hired by the project be District residents; or
    2. Submit a request to the Contracting Officer for a waiver of compliance with the requirement that 51% of the new employees hired by the project be District residents and include the following documentations:
      - a. Material supporting a good faith effort to comply;
      - b. Referrals provided by DOES and other referral sources; and
      - c. Advertisement of job openings listed with DOES and other referral sources.
  - F. The Contracting Officer may waive the requirement that 51% of the new employees hired by the project be District residents, if the Contracting Officer finds that:
    1. A good faith effort to comply is demonstrated by the contractor;
    2. The EMPLOYER is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area;  
 The Washington Standard Metropolitan Statistical Area includes the District of Columbia, the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg; the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.

3. The EMPLOYER enters into a special workforce development training or placement arrangement with DOES; or
  4. DOES certifies that insufficient numbers of District residents in the labor market possess the skills required by the positions created as a result of the contract.
- G. Willful breach of the First Source Employment Agreement by the EMPLOYER, or failure to submit the Contract Compliance Report, or deliberate submission of falsified data, may be enforced by the Contracting Officer through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract.
- H Nonprofit organizations with 50 or less employees are exempted from the requirement that 51% of the new employees hired on the project be District residents.
- I. The EMPLOYER and DOES, or such other agent as DOES may designate, may mutually agree to modify this Agreement.
- J. The project may be terminated because of the EMPLOYER'S non-compliance with the provisions of this Agreement.
- IX. Is your firm a certified Local, Small, Disadvantaged Business Enterprise (LSDBE)?  
YES NO  
If yes, certification number: \_\_\_\_\_
- X. Do you have a registered Apprenticeship program with the D.C. Apprenticeship Council?  
YES NO  
If yes, D.C. Apprenticeship Council Registration Number: \_\_\_\_\_
- XI. Indicate whether your firm is a subcontractor on this project: YES NO  
If yes, name of prime contractor: \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_  
Signature Dept. of Employment Services

\_\_\_\_\_  
Signature of Employer

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
E-mail

## EMPLOYMENT PLAN

NAME OF FIRM\_\_\_\_\_

ADDRESS\_\_\_\_\_

TELEPHONE NUMBER\_\_\_\_\_FEDERAL IDENTIFICATION NO.\_\_\_\_\_

CONTACT PERSON\_\_\_\_\_TITLE\_\_\_\_\_

E-mail:\_\_\_\_\_TYPE OF BUSINESS: \_\_\_\_\_

ORIGINATING DISTRICT AGENCY\_\_\_\_\_

CONTRACTING OFFICER: \_\_\_\_\_ TELEPHONE NUMBER: \_\_\_\_\_

TYPE OF PROJECT\_\_\_\_\_FUNDING AMOUNT\_\_\_\_\_

PROJECTED START DATE\_\_\_\_\_PROJECT DURATION\_\_\_\_\_

NEW JOB CREATION PROJECTIONS (Attach additional sheets, as needed.) Please indicate the new position(s) your firm will create as a result of this project.

	JOB TITLE	# OF JOBS F/T P/T	SALARY RANGE	UNION MEMBERSHIP REQUIRED NAME LOCAL#	PROJECTED HIRE DATE
A					
B					
C					
D					
E					
F					
G					
H					
I					
J					
K					

Revised 07/05



## **COST / PRICE DISCLOSURE CERTIFICATION**

RFP Number: \_\_\_\_\_ Closing Date: \_\_\_\_\_

Caption: \_\_\_\_\_ Total Proposed Amount: \_\_\_\_\_

The undersigned \_\_\_\_\_

(please print name and title of offeror's authorized signatory) hereby certifies that, to the best of my knowledge, the cost and pricing data (i.e. at the time of price agreement this certification represents all material facts which prudent buyers and sellers would reasonably expect to affect price negotiations in any significant manner) submitted is accurate, complete, and current as of

\_\_\_\_\_ (date of RFP closing or conclusion of negotiations as appropriate) .

The undersigned further agrees that it is under a continuing duty to update cost or pricing data through the date that negotiations, if any, with the District are completed. The undersigned further agrees that the price, including profit or fee, will be adjusted to exclude any significant price increases occurring because the cost or pricing data was inaccurate, incomplete or not current. (See D.C. Procurement Regulations, 27 DCMR, Chapter 16, §1624 and §1626, Chapter 24, §2405 and Chapter 33; and Section 31 of the Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts, dated April, 2003, as amended).

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

DUNS #: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

# **COST/PRICE DATA REQUIREMENTS**

## **1. GENERAL INFORMATION:**

- 1.1 Offerors submitting cost/price proposals, in response to a District Request For Proposal (RFP), sole source procurement, change order, or contract modification exceeding \$500,000 in total value, must include a complete cost and pricing data breakdown (i.e., data that is verifiable and factual) for all costs identified in the proposal, and relevant to the performance of the contract. The requirement for submission of cost or pricing data is met when all accurate cost or pricing data reasonably available to the Offeror has been submitted, either actually, or by specific identification, to the District. If not available at the time of submission, as later information comes into the Offeror's possession, it should be promptly submitted to the District in a manner that clearly demonstrates its relationship to, and effect on, the Offeror's cost/price proposal. This requirement continues up to the date of final agreement on price and/or other issues, as agreed upon between the parties.
- 1.2 There is a clear distinction between submitting cost or pricing data and merely making available books, records and other documents without identification or context. By submitting a cost/price proposal, the Offeror, if selected for negotiation, grants the Contracting Officer, or an authorized representative, the right to examine, at any time before award, those books, records, documents, and other types of factual information, regardless of form or whether such supporting information is specifically referenced or included in the proposal as a basis for pricing, that will permit an adequate evaluation of the proposed cost/price.
- 1.3 The cost/price proposal will represent the offeror's understanding of the RFP's requirements and the offeror's ability to organize and perform those requirements effectively and efficiently. The evaluation of the Offeror's cost/price proposal will be based on an analysis of the realism and completeness of the cost data, the conformity of the cost to the offeror's technical data and the proposed allocation of labor-hours and skill sets. Pertinent cost information, including but not limited to Defense Contract Auditing Agency (DCAA) and/or the Department of Labor (DOL) recommended rates for direct labor, overhead, general and administrative expense (G&A), etc., as necessary and appropriate, must be used to arrive at the most probable cost to be incurred by the Offeror. If the District considers the proposed costs to be unrealistic, the Offeror should adjust its proposed costs accordingly. Any inconsistency, whether real or apparent, between promised performance and cost or price should be explained in the cost/price proposal. The burden of proof for cost credibility rests with the Offeror.
- 1.4 The Offeror must submit its cost/price proposal in hard copy as well as on a diskette, which is in a format (i.e. MS Office, Lotus 1-2-3, etc.) specified and/or provided by the Agency Contracting Officer in the solicitation package. All cost/price proposals should provide a cost summary by all cost elements, cross-referenced to supporting documentation. See Table No. (1.4).

1.5 The following information shall be included in this section, for the prime contractor and each proposed subcontractor:

- (a) A properly completed “Cost/Price Disclosure Certification.”
- (a) Identification of any estimates, along with the rationale and methodology used to develop them, including judgmental factors used in projecting future costs, based on known data, and the timing, nature and extent of any material contingencies.
- (c) Disclosure of any other activities or likely events which could materially impact specific costs (i.e., existing large material and supply inventories, management/ownership changes, new technologies, collective bargaining agreements, etc.)
- (d) Disclosure of any and all awarded and pending contracts with the District of Columbia, including contract number(s), amount, type (fixed price, cost reimbursement, etc.), agency, and a brief description of services.
- (e) Source of approval and the latest date of approval of the offeror’s Accounting system.

**Table (1.4)**  
**Example Cost Summary Format**

Cost Item	Task 1			Task 2			Task 3			Task 4, etc.			Base Year Total
Direct Labor Categories	<u>R</u>	<u>H</u>	<u>D</u>	<u>R</u>	<u>H</u>	<u>D</u>	<u>R</u>	<u>H</u>	<u>D</u>	<u>R</u>	<u>H</u>	<u>D</u>	
♦ Employee A													
♦ Employee B													
♦ Employee C													
Total Labor Hours													
Total Labor Dollars													
Fringe Benefit													
Labor Overhead *													
Total Direct Labor													
Other Direct Costs													
♦ Equip. & Supplies													
♦ Materials													
♦ Travel													
♦ Other													
Subcontractors													
♦ Sub A													
♦ Sub B													
ODC Overhead *													
Total ODC & Subcontractors													
G&A													
Fee/Profit													
Total Price													

H = Hours                      R = Rate                      D = Dollars (Rate X Hours = Dollars)

***Note: Provide cost information similar to the above format for each option/out-year***

***\* Note: Small, field-based trade providers typically have a labor or combined overhead cost components. Larger, more diversified providers may have separate labor, and/or ODC or combined overhead component.***

## **2. SUPPORTING COST DATA:**

2.1 The Offeror shall provide, for each cost element, a narrative description, in sufficient detail, to demonstrate price reasonableness, credibility and reliability. The Offeror shall provide its assumptions and methodologies used to estimate each cost element (significant item and quantity estimates, labor hour expenditure patterns and mix, etc.). The following information shall be included in this section:

- 2.1.1. The Offeror's total estimated costs plus its fee (if applicable) for providing all of the requirements of the RFP, as proposed in their technical proposal. Offerors should support their best estimates of all costs (direct, indirect, profit, etc.) to be incurred in the performance of the contract.
- 2.1.2. When proposing multiyear/option year pricing, the estimated proposed costs shall include a breakdown of all cost elements for the base year as well as each option/out-year. Labor, other direct costs, indirect costs and profit shall each be clearly identifiable. If different from the Defense Contract Auditing Agency (DCAA) or Department Of Labor (DOL) recommended rates, the Offeror shall provide a thorough explanation for the variation(s) of rates.
- 2.1.3. The Cost Summary Format (Table 1.4) provides a format for the Offeror to submit to the District a pricing proposal of estimated cost by line item, along with supporting documentation that is adequately cross-referenced and suitable for cost realism analysis. A cost-element breakdown shall be attached for each proposed line item and must reflect any other specific requirements established by the Contracting Officer. When more than one contract line item is proposed, a summary of the total amount covering all line items must be furnished for each cost element.
- 2.1.4. If the Offeror has an agreement with a federal, state, or municipal government agency on the use of a Forward Pricing Rates Agreement (FPRA) or other rate agreement for labor, fringe benefits, overhead and/or general and administrative expense, the Offeror must identify the agreement, provide a copy and describe its nature, terms and duration.

## **3. SPECIFIC COST ELEMENTS:**

A well-supported cost/price proposal reduces the effort needed for review and facilitates informed negotiations. The following are the minimum criteria that constitute an acceptable cost/price proposal:

- 3.1 **Direct labor:** A task-phased annual breakdown of labor rates and labor hours by category or skill level, including the basis for the rates and hours estimated (i.e., payroll registers, wage determinations, collective bargaining agreements, historical experience, engineering estimates, etc.).
  - 3.1.1 The Offeror shall use the following Table No. (3.1.1) to exhibit its total labor hours by prime contractor and subcontractor(s). A separate table should be completed for each year (base and out-years).

**Table (3.1.1)**  
**Annual Labor Summary**

<b>Item</b>	<b>Task 1</b>	<b>Task 2</b>	<b>Task 3</b>	<b>Task 4</b>	<b>Base Year Total</b>
<u>Labor Category, Prime</u> <ul style="list-style-type: none"> <li>• Employee A</li> <li>• Employee B</li> <li>• Employee C</li> </ul>					
<u>Labor Category, Sub.</u> <ul style="list-style-type: none"> <li>• Employee D</li> <li>• Employee E</li> <li>• Employee F</li> </ul>					
<u>Labor Category, Consultant</u> <ul style="list-style-type: none"> <li>• Employee G</li> <li>• Employee H</li> </ul>					
Total Labor Hours by Task					

Note: Do not include wage rates in this table

- 3.1.2 A standard of 40 hours/week, 1,920 hours/year is recommended. If another standard is used, it should be precisely defined. Any deviation from the above labor-hour projection without substantiation may form the basis to reject the response to the RFP. The proposed labor-hours shall include prime contractor, subcontractor and consultant hours.
- 3.1.3 The Offeror shall also submit Table No. (3.1.4.b), depicting the labor mix percentages as proposed for the base year as well as the out-years and should match the personnel experience requirements specified in the RFP, Section **(to be referenced by the Contract Specialist)**, under Personnel Experience. All of the RFP Key positions must be included within the Senior Staff categories. To provide a better understanding of this format, Table No. (3.1.4.a) is provided as an example.
- 3.1.4 The Offeror shall describe how the hourly direct labor rate was derived and indicate whether these rates are subject to any collective bargaining agreement(s), the Service Contract Act (SCA), Davis-Bacon, or any other special agreement which controls the labor rate indicated. When proposing price escalation for option/out-years, the Offerors must follow instructions provided under Economic Price Adjustments, Section H, of this RFP.

**Table (3.1.4.a)**

**Summary of Proposed Annual labor Mix Category (with examples)**

<b>NAME</b>  <b>(Note1)</b>	<b>LABOR MIX</b>  <b>(Note 2)</b>	<b>OFFEROR'S LABOR CATEGORY</b>  <b>(Note 3)</b>	<b>PERCENT OF TIME ON CONTRACT</b>  <b>(Note 4)</b>	<b>PLANNED SOW ASSIGNMENT</b>  <b>(Note 5)</b>	<b>STATUS</b>  <b>(Note 6)</b>
Able, Jackson	Sr. Staff Level 1	Program Director	PT/10%	N/A	PCE/E
Black, William E.	Sr. Staff Level 1	Psychiatrist	PT/20%	C.3	PCE/E
White, Pamela A.	Sr. Staff Level 2	Clinic Manager	PT/50%	C.4.1	PCE/P
Green, Robert T	Sr. Staff Level 3	Counseling Supvs.	PT/50%	C.4.2	PCE/P
Ross, Allen	Jr. Staff Level 1	Counselor	FT/100%	C.4.3	PCE/E

- Note 1: Last name, first name, middle initial, grouped by task as specified in SOW. Attach resume for each name on list. The names on this list and the resumes are to be in the same order.
- Note 2: Staff levels in each Labor Mix should be classified by the level of expertise and years of experience.
- Note 3: Offerors internal labor category.
- Note 4: State whether the individual is employed full time (FT) or part time (PT) and the planned percentage of the named person's production time that is to be applied as a direct charge to the contract.
- Note 5: Identify by SOW paragraph(s) and task number, the major tasks to which the individual is expected to be assigned.
- Note 6: Enter PCE if individual is to be a prime contractor employee; enter SCE if the individual is to be a subcontractor employee; enter CON if individual is to be a consultant. Enter E if employee as of the date of this proposal; enter P if the individual is a pending employee as of date of the proposal. Signed Commitment Agreements are required for all individuals with P status. A copy of each agreement is to be inserted behind the resume section in the technical proposal.

**Table (3.1.4.b)**

**Summary of Proposed Annual labor Mix Category**

<b>NAME</b>  <b>(Note1)</b>	<b>LABOR MIX</b>  <b>(Note 2)</b>	<b>OFFEROR'S LABOR CATEGORY</b>  <b>(Note 3)</b>	<b>PERCENT OF TIME ON CONTRACT</b>  <b>(Note 4)</b>	<b>PLANNED SOW ASSIGNMENT</b>  <b>(Note 5)</b>	<b>STATUS</b>  <b>(Note 6)</b>
<u>Labor Category, Prime</u> <ul style="list-style-type: none"> <li>• Employee A</li> <li>• Employee B</li> <li>• Employee C</li> <li>• Employee D</li> </ul> <u>Labor Category, Sub.</u> <ul style="list-style-type: none"> <li>• Employee E</li> <li>• Employee F</li> <li>• Employee G</li> </ul> <u>Labor Category, Consultant</u> <ul style="list-style-type: none"> <li>• Employee H</li> </ul> Employee I					

Last name, first name, middle initial, grouped by task as specified in SOW. Attach resume for each name on list. The names on this list and the resumes are to be in the same order.

Note 2: Staff levels in each Labor Mix should be classified by the level of expertise and years of experience.

Note 3: Offerors internal labor category.

Note 4: State whether the individual is employed full time (FT) or part time (PT) and the planned percentage of the named person's production time that is to be applied as a direct charge to the contract.

Note 5: Identify by SOW paragraph(s) and task number, the major tasks to which the individual is expected to be assigned.

Note 6: Enter PCE if individual is to be a prime contractor employee; enter SCE if the individual is to be a subcontractor employee; enter CON if individual is to be a consultant. Enter E if employee as of the date of this proposal; enter P if the individual is a pending employee as of date of the proposal. Signed Commitment Agreements are required for all individuals with P status. A copy of each agreement is to be inserted behind the resume section in the technical proposal.

- 3.2 **Indirect Costs:** The Offeror shall indicate its proposed Fringe, Overhead and General & Administrative rates for each applicable fiscal or calendar year (as appropriate). The Offeror shall indicate if these rates are subject to a Forward Pricing Rate Agreement. If the proposed Indirect Rates differ from the Forward Pricing Rate Agreement, the Offeror shall provide an explanation. The Offeror shall provide its actual indirect rates for overhead, G&A and fringe benefits for at least the past three (3) years and shall explain the basis for any significant rate difference between the prior three year period and the rates proposed now.
- 3.3 **Other Direct Costs:** Other Direct Costs consists of materials, travel, reproduction, postage, telephone, supplies for the prime and all subcontracted effort. This includes all other direct costs associated with performance of the contract. Travel costs shall be in accordance with GSA Joint Travel Regulations for airfare, hotel, and per diem allowances. All other direct costs should be specifically identified and explained. If an allocated portion of a Direct cost is also included in an Offeror's indirect rate (such as General and Administrative), the Offeror should state so and list the types of expenses included in the indirect rate.
- 3.3.1 The Offeror should identify types, quantities, and costs of all materials and supplies proposed including a non-loaded priced listing of individual materials or supplies ordered, or a consolidated and priced bill of materials for the entire proposal. A thoroughly documented bill of materials includes part numbers, description, unit costs, quantity required, extended cost (including delivery charges) and basis for the proposed cost (price quotation, prior buy, signed purchase orders, etc.) plus any other non-recurring costs. Deliverable materials are items delivered as a part of the work product. Examples of this are copies and binders delivered to the Government as a report or software ordered for and installed on a computer in a District Government office.
- 3.3.2 The Offeror shall use the following Table (3.3.2) to exhibit its total other direct costs (ODC) by prime and subcontractor(s). A separate table should be completed for each year (base and out-years).

**Table (3.3.2)**

**Other Direct Costs (ODC) Summary**

<b>Item</b>	<b>Task 1</b>	<b>Task 2</b>	<b>Task 3</b>	<b>Task 4</b>	<b>Base Year Total</b>
Supplies and Materials Office Equipment Travel <ul style="list-style-type: none"> <li>• Airfare</li> <li>• Hotel</li> <li>• Meals &amp; Incidentals</li> <li>• Ground Transportation</li> </ul> Telecommunications Occupancy <ul style="list-style-type: none"> <li>• Rent</li> <li>• Utilities</li> <li>• Building Maintenance</li> </ul> Transportation Client Care Cost <ul style="list-style-type: none"> <li>• Food</li> <li>• Medical</li> <li>• Clothing</li> <li>• Personal Hygiene</li> </ul> Other					
Total ODC by Task					

**Note:** State each individual cost element being proposed. Describe in the narrative section of the cost proposal, how each cost element is derived and why it is being proposed. (Not all cost elements in the table above will apply to each solicitation. The above table should be tailored to the requirements of the RFP.)

- 3.4 **Subcontracting Costs:** Each subcontract must be addressed separately. For any subcontract exceeding \$25,000 the cost/price proposal must show the names, quantities, prices, deliverables, basis for selection, and degree of competition used in the selection process. The subcontractor's cost or pricing data should be included along with the prime Offeror's proposal. If available, the Offeror should also include the results of its review and evaluation of the subcontract proposals. The Offeror shall provide copies of any cost or price analyses of the subcontractor costs proposed.
- 3.5 **Start-up Costs:** As appropriate, the Offeror shall identify all start up costs associated with this effort.

3.6 **Other Historical Data:** All offerors with current or past experience (within three to five years) for similar requirements, as described herein, must submit, as a part of their cost data, the following:

- (a) Contract Number.
- (b) Government agency (federal, state, District, municipal) the contract was awarded by.
- (c) Name and phone number of the Contracting Officer.
- (d) Name and phone number of the Contract Administrator.
- (e) Name and phone number of the Contracting Officer's Representative (if applicable) and the Contract Administrator.
- (f) Period of Performance of the Contract.
- (g) Total amount of contract(s)

In addition to the above data, the following table (No. 3.6) will be completed and submitted with the cost data:

**Table (3.6)**

**Format for Historical Data**

	Proposed Contract			Delivered Contract *		
	Number Of Hours**	Contract Value	Average Hr Rate	Number Of Hours**	Contract Value	Average Hr Rate
Direct Labor						
Loaded Labor***						

\* Should include any increased scope officially added to contract.

\*\* If provided different number of hours, the difference should be explained.

\*\*\* Loaded labor should include all loading and profit. If significant material (i.e., greater than 5%) is included in the contract, data shall be presented both with and without material cost.

In addition, any other data the offeror believes is necessary should be provided in this section.

*Note: For data submitted in the above table for "delivered Contract", the Offeror shall indicate the date as of which, the submitted data is current.*